



**AGENDA**  
**REGULAR MEETING**  
**City Council of the City of Blue Island, Illinois**  
**2434 Vermont Street**  
**December 9, 2014 – 7:00 P.M.**

**City of Blue Island**  
13051 Greenwood Avenue  
Blue Island, IL 60406  
www.blueisland.org

**Office of the Mayor**  
p (708) 597 8602  
f (708) 597 1221

**City Clerk**  
p (708) 597 8603  
f (708) 396 7062

**City Treasurer**  
p (708) 396 7067  
f (708) 597 1807

**Building & Zoning**  
p (708) 597 8606  
f (708) 396 2686

**Community  
Development**  
p (708) 396 7037  
f (708) 597 1221

**Community  
Relations**  
p (708) 396 7035  
f (708) 597 1221

**Senior Citizens**  
p (708) 396 7085  
f (708) 396 7062

**Finance**  
p (708) 396 7067  
f (708) 597 1807

**Water & Sewer**  
p (708) 597 8605  
f (708) 396 7062

**Public Works**  
3153 Wireton Road  
Blue Island, IL 60406  
p (708) 597 8604  
f (708) 597 4260

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentation of Journal of Proceedings**  
Motion to approve minutes from November 25, 2014
5. **Public Comment**  
THE MAYOR AND CITY COUNCIL WELCOME YOU AS OBSERVERS TO THIS PUBLIC MEETING. YOU ARE REMINDED THIS MEETING IS FOR THE DELIBERATIONS OF THE MAYOR AND COUNCIL REGARDING CITY BUSINESS AND GOVERNANCE. IF YOU INTEND TO SPEAK, PLEASE LIMIT YOUR COMMENTS TO THIS EVENING'S BUSINESS. ONCE RECOGNIZED BY THE MAYOR, PLEASE APPROACH THE PODIUM, ANNOUNCE YOUR NAME AND ADDRESS AND DIRECT YOUR COMMENTS TO THE MAYOR AND CITY COUNCIL MEMBERS. IF YOUR COMMENTS REQUIRE A RESPONSE, THEY MAY BE FORWARDED TO THE APPROPRIATE PERSON FOR FOLLOW-UP.
6. **Committee Reports**
  - a. Community Development Committee
  - b. Finance Committee
    1. Motion for Approval of Payroll – November 21, 2014 for \$338,616.88
    2. Motion for Approval of Accounts Payable – December 3, 2014 for \$642,722.49
  - c. Public Health and Safety
  - d. Municipal Services Committee
  - e. Judiciary Committee
    1. An Ordinance Restricting A Portion of a Certain Street at or near 2155 Vermont Street for Handicapped Parking Only within the City of Blue Island, County of Cook, State of Illinois and providing Penalties for the Violation thereof.
    2. An Ordinance Restricting a Portion of a Certain Street at or near 2055 York Street for Handicapped Parking Only within the City of Blue Island, County of Cook, State of Illinois and providing Penalties for the Violation thereof.

7. **Report of City Officials/Presentations/Resolutions**

Mayor:

1. Motion to Declare Vacancy and accept resignation of an Alderman.
2. Motion for Consent and Approval of Appointment for Vacant Alderman Seat.
3. Motion to cancel the second City Council Meeting in December.
4. Proclamation – December as National Drunk and Drugged Driving (3D) Prevention Month

Bids:

City Clerk:

City Treasurer: Monthly Treasurer's Report

City Attorney:

1. An Ordinance Authorizing Issuance of General Corporate Purposes Tax Anticipation Warrants of the City of Blue Island, Illinois.
2. A Resolution Authorizing Transfer of Funds between certain TIF Districts within the City of Blue Island.
3. A Resolution Authorizing Execution of Subscription and Service Agreement with eCivis relating to Grant Research and Management.
4. A Resolution for Approval of Renewal of Class 6(b) Real Estate Tax Incentive for Property located at 13827 Harrison Street, Blue Island, Illinois.
5. A Resolution for Approval of Renewal of Class 6(b) Real Estate Tax Incentive for property located at 13033 S. California Avenue, Blue Island, Illinois.
6. A Resolution for Approval of Renewal of Class 8 Real Estate Tax Incentive for property located at 2217-2219 W. 135<sup>th</sup> Place, Blue Island, Illinois.
7. A Resolution for Approval of Renewal of Class 8 Real Estate Tax Incentive for Property located at 2219 W. 135<sup>th</sup> Place, Blue Island, Illinois.

8. **Aldermanic Announcements/Comments.**

9. **Motion to Retire to Closed Session for consideration of:**

- a. Discussion of Pending Litigation

10. **Motion to Reconvene Regular Session**

11. **Motion for Adjournment**

**JOURNAL OF PROCEEDINGS OF THE MEETING  
NOVEMBER 25, 2014**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Blue Island was called to order by Mayor Vargas at 7:00 p.m. on November 25, 2014.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Roll Call indicates the following:

Present: 11 Ald. Carr, Ostling, Pittman, Johnson (7:03),  
Frausto, Thompson, Johanson, Hawley,  
Vieyra, Rita, Stone

Absent: 3 Buckner, Berrini, Donahue

Present Also: Randy Heuser, City Clerk  
ShawnTe Raines, City Attorney

**JOURNAL OF PROCEEDING**

Moved by Ald. Stone, second by Ald. Pittman the Journal of Proceedings of the Regular Meeting on November 11, 2014 is accepted as printed.

Ayes: 10 Carr, Ostling, Pittman, Frausto, Thompson,  
Johanson, Hawley, Vieyra, Rita, Stone

Nays: 0

Absent: 4 Johnson, Buckner, Berrini, Donahue

Abstain: 0

There being Ten (10) Affirmative Votes, the Mayor declared the motion carried.

Regular Meeting – November 25, 2014

**CITIZENS WISHING TO ADDRESS THE COUNCIL REGARDING THIS EVENINGS BUSINESS**

Ronald Young, 12440 Maple, stated his concerns about the continuation of the red light program in the City of Blue Island.

Tony Lee, 2800 W. 127<sup>th</sup> St, stated that things are changing on the streets and in the city council. He asked council to keep up the good work.

Allan Stevo, 2324 Union St, asked what committee the red light program came out of.

The Mayor stated it was Public Health & Safety and Judiciary.

Mr. Stevo stated he attended those meetings and didn't hear it. He thinks they should have a referendum vote or public hearing. Mr. Stevo asked if there is an out clause in the contract.

The Mayor stated he would make a note of it.

**REPORT OF CITY OFFICIALS**

**MAYOR:**

The Mayor thanked all the volunteers who helped put Christmas decorations up on Western Ave.

The Mayor announced holiday events going on in the city in December:

**Fill a Cruiser Food Drive**

The Blue Island Police Department is again collecting non-perishable food items for Angel's Touch. Let's fill a Cruiser to help those in need in Blue Island. If you donate 3 or more non-perishable items, you will receive a free printed photograph courtesy of Great Northern Lumber!

When: Saturday, December 6th, 11:30 am to 12:30 pm

Where: Memorial Park, 12804 Highland Ave

**Santa Claus is Coming to Town**

Head on over to the Park District on Saturday morning, December 6th to welcome Santa Claus to Blue Island! He will be arriving at 11:30 and will be available for pictures. Pictures are free, but they do require you to bring 3 or more non-perishable food items and/or a small donation. Come greet Santa and be the first to see how he arrives at the Park for the holiday season! He will be available for pictures on Saturday, December 6th until 2 pm and then again on Sunday, December 7th, from 12 noon to 3 pm.

When: Saturday, December 6th, 11:30 am to 12:30 pm

Where: Blue Island Park District Fieldhouse, 12804 Highland Ave

Regular Meeting – November 25, 2014

**Coat Giveaway**

The Christian Live Center of Blue Island will be giving our 100 winter coats to needy families. Families are also invited to attend and engage in activities during this "Family Fun Time." For further information, call Shanell Allen at 773.642.9207.

When: Saturday, December 6th, 1:30 pm to 3 pm

Where: Christian Life Center of Blue Island, 2552 135th St

**Christmas Light Parade**

Blue Island's Annual Christmas Light Parade is scheduled for Saturday, December 6th beginning at 5:30 pm. Western Avenue lights will be lowered and the parade will start at Union St and head south on Western to Grove. There will be bands, floats and Mr. and Mrs. Claus! St. Benedict's School will be selling cookies on the corner of York and Western. Immediately following the parade, Mayor Vargas will light the tree at the Blue Island Public Library and many of the stores and shops will be open late for your holiday shopping needs! To be in the parade, go to the City website at [www.blueisland.org](http://www.blueisland.org) and scroll down to the bottom for the link to the Parade info and print out the application.

When: Saturday, December 6th, 5:30 pm

Where: Starts at Union and Western and goes south to Grove

**BIDS:**

No bids.

**CITY CLERK:**

**Motion by Ald. Hawley, second by Ald. Pittman to approve a request from Park Lawn Association to have their annual Tag and Candy Day Fundraiser on Friday and Saturday, April 3<sup>rd</sup> and 4<sup>th</sup> and April 17<sup>th</sup> and 18<sup>th</sup>, 2015 from 6:00 a.m. until 8:00 p.m. or dusk.**

Ayes: 11 Carr, Ostling, Pittman, Johnson, Frausto, Thompson, Johanson, Hawley, Vieyra, Rita, Stone

Nays: 0

Absent: 3 Buckner, Berrini, Donahue

Abstain: 0

There being Eleven (11) Affirmative Votes, the Mayor declared the motion carried.

Regular Meeting – November 25, 2014

**CITY TREASURER:** No business.

**CITY ATTORNEY:**

**RESOLUTION NO. 2014-051**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SERVICES PROVIDER AND RELATED TO AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEMS WITHIN BLUE ISLAND, COUNTY OF COOK, ILLINOIS**

**Motion by Ald. Hawley, second by Ald. Johanson to approve.**

Ayes: 9 Carr, Ostling, Pittman, Johnson, Frausto,  
Johanson, Hawley, Vieyra, Rita

Nays: 2 Thompson, Stone

Absent: 3 Buckner, Berrini, Donahue

Abstain: 0

There being Nine (9) Affirmative Votes, the Mayor declared the motion carried.

**ORDINANCE NO. 2014-053**

**AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLUE ISLAND FOR THE CURRENT FISCAL YEAR COMMENCING MAY 1, 2014 AND ENDING DECEMBER 31, 2014.**

**Motion by Ald. Rita, second by Ald. Vieyra to approve.**

Ayes: 11 Carr, Ostling, Pittman, Johnson, Frausto,  
Thompson, Johanson, Hawley, Vieyra, Rita,  
Stone

Nays: 0

Absent: 3 Buckner, Berrini, Donahue

Abstain: 0

There being Eleven (11) Affirmative Votes, the Mayor declared the motion carried.

**ORDINANCE NO. 2014-054**

AN ORDINANCE FOR THE ESTABLISHMENT OF AN ENTERPRISE ZONE SUBJECT TO THE ENTERPRISE ZONE ACT OF THE STATE OF ILLINOIS.

**RESOLUTION NO. 2014-049**

A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BETWEEN CERTAIN MUNICIPALITIES RELATING TO THE CAL-SAG ENTERPRISE ZONE.

**RESOLUTION NO. 2014-050**

AN AMENDED RESOLUTION FOR APPROVAL OF CLASS 6(B) REAL ESTATE TAX INCENTIVE FOR SBS BUILDING LLC FOR PROPERTY LOCATED AT 13800 S. CALIFORNIA AVENUE AND MAKING A FINDING OF SPECIAL CIRCUMSTANCES IN SUPPORT THEREOF.

**Motion by Ald.Ostling, second by Ald. Hawley to include Items 3, 4, and 5 from City Attorney business in the Consent Agenda as Items 6, 7, and 8.**

Ayes: 11 Carr, Ostling, Pittman, Johnson, Frausto, Thompson, Johanson, Hawley, Vieyra, Rita, Stone

Nays: 0

Absent: 3 Buckner, Berrini, Donahue

Abstain: 0

There being Eleven (11) Affirmative Votes, the Mayor declared

**COMMITTEE REPORTS**

**Community Development– Ald. Hawley, Chairman**

*Next Meeting – Wednesday, December 10, 2014, 7:00 – East Annex*

**Finance Committee – Ald. Rita, Chairman**

Finance Committee Meeting  
Minutes 11-18-14

Regular Meeting – November 25, 2014

The meeting was called to order Tuesday, November 18, 2014 at 7:00 p.m. in the East Annex of City Hall, 2434 Vermont Street, Blue Island, Illinois with proper public notice given. Roll call taken of the committee with Alderman Tom Hawley and Alderman Nancy Thompson and Alderman Kevin Donahue present Alderman Chrissy Buckner absent. Also present were Director of Finance and Administration Matt Anastasia, Public Safety Director John Rita, Jr., Supervisor of Golf Betty Harmeyer, Mr. Sean Halloran and Mr. Allen Stevo.

Public Comment- None.

New Business- Director Matt Anastasia introduced new city employee Sean Halloran who is the new grant person who will report to the Finance Committee. Start date is Monday, 11-24-14. He will be overseeing all grants, assisting in the finance department and the position was appropriated for. Discussion regarding renewal of the Tax Anticipation Warrant for \$1 million dollars, prepay with no penalty. We prepaid previous TAW on 9-24-14. No Action Taken.

Payroll for 11-7-14 in the amount of \$335,299.15 after discussion and noting that Mark Luety, Joe Heitz and Jerry Vidovic will be on through December, a motion to authorize by Alderman Kevin Donahue and 2<sup>nd</sup> by Alderman Tom Hawley. Voice vote all in favor to approve the total payroll liability in the amount of \$335,299.15 Motion carried.

\*\*Accounts Payable for 11-19-14 was authorized for payment by Alderman Nancy Thompson in the amount of \$190,406.11 and 2<sup>nd</sup> by Alderman Kevin Donahue. Voice vote all in favor to approve. Motion carried. Discussion regarding the accounts payable check ledger: 50% deposit of \$37,397.50 to Kaiser Communications to replace the outdated telephone system for the entire City including the golf course. A \$10,684.10 partial payment to Morton Salt. The City can only order 120% of the total amount of the previous year's amount through the State's purchasing program which is considerably much less than a private company which is approximately 3x more. The 2<sup>nd</sup> Salt Dome is in place for the delivery of the salt.

Golf Course: Discussion on Harris Golf Carts. No Action Taken. Supervisor Harmeyer discussed weather conditions and effects on the golf course; researching new avenues of revenue of foot golf possibilities; October golf course monthly total \$65,028.80.

Since Mr. Stevo was late and missed public comment, before closing, the Chair asked Mr. Stevo if he had any public comment. Mr. Stevo asked if there is in fact a forensic audit? Alderman Hawley answered that there was not and that it was too expensive. John Rita added he believes the mayor accidentally confused the terms forensic audit and annual audit. The chair added it was not appropriated for either.

Motion to adjourn the meeting at 7:52 p.m. by Alderman Tom Hawley and 2<sup>nd</sup> by Alderman Nancy Thompson. Voice vote all in favor. Motion carried.

The next Finance Committee meeting will be held on Tuesday, December 2, 2014 at 7:30 p.m. due to scheduling conflicts in the East Annex of City Hall, Blue Island, Illinois.

Regular Meeting – November 25, 2014

Respectfully submitted by,  
Alderman Nancy Rita, Chair

*Next Meeting – Tuesday, December 2, 2014, 7:30 – East Annex*

**Public Health & Safety Committee – Ald. Carr, Chairman**

*Next Meeting – Wednesday, December 3, 2014, 7:00 – East Annex*

**Municipal Services Committee – Ald. Johanson, Chairman**

*Next Meeting – Wednesday, November 12, 2014, 6:00 – East Annex*

**Judiciary Committee – Ald. Ostling, Chairman**

*Next Meeting – Tuesday, December 16, 2014, 6:00 – East Annex*

**MOTIONS**

**Motion by Ald. Ostling, second by Ald. Hawley to approve the Consent Agenda which includes:**

1. Approval of Payroll – November 7, 2014 for \$335,610.42
2. Approval of Accounts Payable – November 19, 2014 for \$190,406.11
3. Committee Reports and Recommendations as presented
4. ORDINANCE NO. 2014-055
5. ORDINANCE NO. 2014-058
6. ORDINANCE NO. 2014-054
7. RESOLUTION NO. 2014-049
8. RESOLUTION NO. 2014-050

Ayes: 11 Carr, Ostling, Pittman, Johnson, Frausto,  
Thompson, Johanson, Hawley, Vieyra, Rita,  
Stone

Nays: 0

Absent: 3 Buckner, Berrini, Donahue

Abstain: 0

There being Eleven (11) Affirmative Votes, the Mayor declared

Regular Meeting – November 25, 2014

**ADJOURNMENT**

**Motion by Ald. Pittman, second by Ald. Rita to adjourn the meeting.**

Upon a vote, the Mayor declared the motion carried.

The meeting was adjourned at 7:58 p.m.

The next regular meeting of the City Council is scheduled for  
December 9, 2014 at 7:00 p.m.

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**Randy Heuser, City Clerk**

**APPROVED BY ME THIS  
9<sup>TH</sup> DAY OF DECEMBER, 2014.**

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**Domingo F. Vargas, Mayor**

**Public Health & Safety Committee Report  
for the Meeting of December 3<sup>rd</sup>, 2014**

Present were Director John Rita, Deputy Police Chief Michael Cornell, Fire Chief James Klinker, 911 Supervisor Jim McGeever, Alderman Leticia Vieyra, Alderman James Johanson, and myself. Also present were Alderman Marcia Stone, Mr. Allan Stevo arrived late. Absent were Alderman Buckner, Alderman Johnson, and Don Marchbanks, The meeting was called to order at 7:00.

**Citizens Concerns**

There were no citizens present at the start of the meeting.

**Fire Department Report**

The Fire Department had 290 calls in November, 192 were EMS calls  
140 Patients were treated  
125 Patients were transported  
34 Patients refused transport

They responded to 21 general fire alarms, and 19 minor fire alarms.

They responded to 28 auto aid calls, most calls were from Calumet Park.

They had 27 calls to man the station.

They received 3 mutual aid response calls. All were ambulance calls.

Average response time was 5.17 minutes.

There were several small fires in November, none were significant. There was a garage fire, an space heater fire, and two cooking fires.

On October 30<sup>th</sup> paramedics Joseph Olson, Matt Stedman, and Joseph Guarascio responded to a "witnessed arrest" at York and Western and have received a letter of commendation from MetroSouth Medical Center.

On November 8<sup>th</sup> Firefighters Olson, Stedman, and Rauch responded to an Auto Aid Structure Fire in Alsip.

Medical Reimbursement Services for November was \$30,265.33

Fire Recovery collected \$1576.00 in the month of November.

False Fire Alarm Fees Collected: \$160.00

**General**

Probationary Firefighter William Hall started Monday November 3, 2014. Firefighter Hall completed his four weeks of days and has been placed on 2<sup>nd</sup> shift.

Probationary Firefighter Joseph Pinnick started Monday November 24, 2014. Firefighter Pinnick is currently completing his four weeks of day shifts. He will be assigned to 1<sup>st</sup> Shift effective December 22<sup>nd</sup>, 2014.

Jackie Mathis is retiring from the Fire Department.

This brings all shifts up to seven full time men. Firefighter Lichtenfeld is currently undergoing a duty disability pension process.

### **Maintenance**

Ambulance 2162:      Repaired Torque Converter and Flywheel repaired by Rizza.  
Fuel Leak repaired by Rizza  
Transmission Sensor repaired by Rizza. Total cost of repairs was \$2702.07  
Still needs water pump replaced by City mechanic.  
Still needs AC repair.

Ambulance 2152:      Shoreline Receptacle replaced in house.

Engine 2103:          Needs a new Starter. Lt. Kunz is getting an estimate.

### **Training**

The training division has completed 581 hours of training for the month of November.

No State Certification Tests were given this month.

### **Grants**

Air Pack Grant update. Airpacks should be delivered within two weeks.

Small Equipment Grant Illinois OSFM – The Fire Department has applied for \$22,600 of new Personal Protective Equipment. No reply yet.

2014 AFG Grant – Application period is open through December 5<sup>th</sup>, 2014. We have applied for new ambulances.

### **Mutual Aid Box Alarm System Agreement**

Chief Klinker gave a short explanation of the MABAS Agreement Addendum. This was an update to keep us in compliance with Federal Law. A motion was made by Alderman Vieyra, second by Alderman Johanson. A voice vote was taken. The motion passed.

### **Police Department Report**

The Police Department answered 2025 calls including 363 business/premise checks, and 101 liquor establishment checks.

### **Stats/Cases of Interest**

- 90 Alarm Calls (all unfounded)
- 3 Armed Robberies (1 unfounded)
- 1 Robbery
- 1 Burglary
- 12 Residential Burglaries (1 unfounded)
- 10 Shots Fired (7 unfounded)

99 Domestic Disputes  
21 Foot Patrols in Residential Neighborhoods  
311 Traffic and Investigative Stops

Total money collected for the month of November \$39,135.49

18,736 miles patrolled.

### **Calls of Interest**

On 11/4/14 there was an armed robbery at the corner store at 2216 Des Plaines.

On 11/15/14 there was an armed robbery at Auto Zone at 12000 Western.

### **Liquor Establishment Calls**

1 disturbance calls, 2 suspicious persons, 1 battery, and 2 fight calls were received in November on liquor establishments.

### **Training**

November 10<sup>th</sup> eleven officers attended Traffic Stop/Use of Force Training

November 13<sup>th</sup> sixteen officers attended Traffic Stop/Use of Force Training

This training consisted of two sections:

- 1) Classroom review of use of force and traffic stop procedures.
- 2) Scenario based traffic stop training using live scenarios and simmunition rounds.

November 20<sup>th</sup> five part-time officers attended Parking Ticket/Local Ordinance Class

This class focused on parking and local ordinance enforcement, snow route enforcement, tow procedures and local court procedures.

### **Miscellaneous**

The Community Policing Unit forwarded a list of "Heating Centers" to the Office of the Deputy Chief of Police.

### **Community Policing Unit (CPU)**

Several senior checks were conducted throughout the City. Assistance was given to a senior who was having heating problems.

CPU answered several calls by area grade schools regarding truancy, child abuse, and mob action.

CPU conducted "Lockdown Drills" at Whittier School, Paul Revere, Paul Revere Intermediate, and Greenwood School. The remaining schools will be checked in December.

### **Part Time Officer Ordinance**

Deputy Chief Cornell gave an overview of the Amendment to the Part Time Officer Ordinance. This Amendment is necessary to put Blue Island in compliance with State Training Board and State Law. A motion for approval was made by Alderman Johanson, second by Alderman Vieyra. A voice vote was taken. Motion passed.

### **Events**

December 6<sup>th</sup> will be the Fill a Cruiser food drive for Angel's Touch at Memorial Park

December 6<sup>th</sup> will also be the Christmas Light Parade.

December 31<sup>st</sup> will be Rock Around the Clock at Vermont and Western

### **911 Center**

The 911 Center received 12,105 calls in November.

Supervisor McGeever supplied a list of Code Red activations made this year.

There was a discussion of the accident involving a pedestrian at the train crossing at 127<sup>th</sup> and Winchester.

### **BIEMA**

In the month of November, BIEMA logged a total of 349.5 hours. Highlights for the month of November include the Veteran's Day Parade, 2 mutual aid responses and a thorough assessment of equipment and facilities to determine what is needed for future operations.

### **Monthly Health and Sanitation Report**

In the month of November 23 Health and Sanitation Inspections were done.

### **Aldermen's Concerns**

None

Meeting was adjourned at 7:25 p.m.

Our next regular meeting will be January 7<sup>th</sup> at 7:00 pm in the East Annex.

Respectfully submitted,  
Candace Carr  
4<sup>th</sup> Ward Alderman

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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 2014-060**

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**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN  
STREET AT OR NEAR 2155 VERMONT STREET FOR  
HANDICAPPED PARKING ONLY WITHIN THE CITY OF BLUE  
ISLAND, COUNTY OF COOK, STATE OF ILLINOIS AND  
PROVIDING PENALTIES FOR THE VIOLATION THEREOF.**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

|                 |                          |                         |
|-----------------|--------------------------|-------------------------|
| <b>1st Ward</b> | <b>CHRISTINE BUCKNER</b> | <b>TOM HAWLEY</b>       |
| <b>2nd Ward</b> | <b>LETICIA VIEYRA</b>    | <b>CHARISSA BERRINI</b> |
| <b>3rd Ward</b> | <b>NANCY RITA</b>        | <b>KEVIN DONAHUE</b>    |
| <b>4th Ward</b> | <b>MARCIA STONE</b>      | <b>CANDACE CARR</b>     |
| <b>5th Ward</b> | <b>JANICE OSTLING</b>    | <b>KENNETH PITTMAN</b>  |
| <b>6th Ward</b> | <b>DEXTER JOHNSON</b>    | <b>JAIRO FRAUSTO</b>    |
| <b>7th Ward</b> | <b>NANCY THOMPSON</b>    | <b>JAMES JOHANSON</b>   |

**Aldermen**

**ORDINANCE NO. 2014-060**

**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 2155 VERMONT STREET FOR HANDICAPPED PARKING ONLY WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.**

**WHEREAS**, it is the public policy of the State of Illinois, as enunciated in the State Constitution, that handicapped persons are entitled to enjoy the fruits of a full and meaningful life; and

**WHEREAS**, the Mayor and City Council of the City of Blue Island hereby declare that it is the public policy of the city to encourage and assist handicapped persons to participate fully in the social and economic life of our community; and

**WHEREAS**, to implement such policy the Mayor and City Council of the City of Blue Island recognize it is desirable to restrict certain portions of the public ways within the City of Blue Island for handicapped parking only;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Blue Island, County of Cook and State of Illinois, as follows:

**SECTION ONE**

That this portion of the street within the City of Blue Island, as hereinafter designated, is hereby restricted for handicapped parking only:

- a) On the south side of Vermont Street in front of the residence whose common address is 2155 Vermont Street (one space consisting of a total of twenty (20') feet)

## **SECTION TWO**

Appropriate signs shall be erected by the Superintendent of Public Works on the portion of the street designated above informing the public that parking thereon is restricted or permitted as hereinabove provided for.

## **SECTION THREE**

The operator of any vehicle violating or failing to comply with the provisions of this ordinance shall upon conviction be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Three Hundred Fifty Dollars (\$350.00) for each offense.

## **SECTION FOUR**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

## **SECTION FIVE**

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. A full, true and complete copy of this ordinance shall be published in pamphlet form, by authority of the City Council as Corporate Authorities.

ADOPTED this 9<sup>th</sup> day of December, 2014, pursuant to a roll call as follows:

|                      | YES | NO | ABSENT | PRESENT | ABSTAIN |
|----------------------|-----|----|--------|---------|---------|
| Alderman BUCKNER     |     |    |        |         |         |
| Alderman HAWLEY      |     |    |        |         |         |
| Alderman VIEYRA      |     |    |        |         |         |
| Alderman BERRINI     |     |    |        |         |         |
| Alderman RITA        |     |    |        |         |         |
| Alderman DONAHUE     |     |    |        |         |         |
| Alderman STONE       |     |    |        |         |         |
| Alderman CARR        |     |    |        |         |         |
| Alderman OSTLING     |     |    |        |         |         |
| Alderman PITTMAN     |     |    |        |         |         |
| Alderman JOHNSON     |     |    |        |         |         |
| Alderman FRAUSTO     |     |    |        |         |         |
| Alderman THOMPSON    |     |    |        |         |         |
| Alderman JOHANSON    |     |    |        |         |         |
| Mayor DOMINGO VARGAS |     |    |        |         |         |
| <b>TOTAL</b>         |     |    |        |         |         |

APPROVED by the Mayor this 9<sup>th</sup> day of December, 2014.

\_\_\_\_\_  
**MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office this  
9<sup>th</sup> of December, 2014.

\_\_\_\_\_  
**CITY CLERK**

PUBLISHED in pamphlet form this  
9<sup>th</sup> day of December, 2014.

\_\_\_\_\_  
**CITY CLERK**

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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 2014-061**

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**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN  
STREET AT OR NEAR 2055 YORK STREET FOR HANDICAPPED  
PARKING ONLY WITHIN THE CITY OF BLUE ISLAND, COUNTY  
OF COOK, STATE OF ILLINOIS AND PROVIDING PENALTIES  
FOR THE VIOLATION THEREOF.**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

|                 |                          |                         |
|-----------------|--------------------------|-------------------------|
| <b>1st Ward</b> | <b>CHRISTINE BUCKNER</b> | <b>TOM HAWLEY</b>       |
| <b>2nd Ward</b> | <b>LETICIA VIEYRA</b>    | <b>CHARISSA BERRINI</b> |
| <b>3rd Ward</b> | <b>NANCY RITA</b>        | <b>KEVIN DONAHUE</b>    |
| <b>4th Ward</b> | <b>MARCIA STONE</b>      | <b>CANDACE CARR</b>     |
| <b>5th Ward</b> | <b>JANICE OSTLING</b>    | <b>KENNETH PITTMAN</b>  |
| <b>6th Ward</b> | <b>DEXTER JOHNSON</b>    | <b>JAIRO FRAUSTO</b>    |
| <b>7th Ward</b> | <b>NANCY THOMPSON</b>    | <b>JAMES JOHANSON</b>   |

**Aldermen**

**ORDINANCE NO. 2014-061**

**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 2055 YORK STREET FOR HANDICAPPED PARKING ONLY WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.**

**WHEREAS**, it is the public policy of the State of Illinois, as enunciated in the State Constitution, that handicapped persons are entitled to enjoy the fruits of a full and meaningful life; and

**WHEREAS**, the Mayor and City Council of the City of Blue Island hereby declare that it is the public policy of the city to encourage and assist handicapped persons to participate fully in the social and economic life of our community; and

**WHEREAS**, to implement such policy the Mayor and City Council of the City of Blue Island recognize it is desirable to restrict certain portions of the public ways within the City of Blue Island for handicapped parking only;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Blue Island, County of Cook and State of Illinois, as follows:

**SECTION ONE**

That this portion of the street within the City of Blue Island, as hereinafter designated, is hereby restricted for handicapped parking only:

- a) On the south side of York Street in front of the residence whose common address is 2055 York Street (one space consisting of a total of twenty (20') feet)

## **SECTION TWO**

Appropriate signs shall be erected by the Superintendent of Public Works on the portion of the street designated above informing the public that parking thereon is restricted or permitted as hereinabove provided for.

## **SECTION THREE**

The operator of any vehicle violating or failing to comply with the provisions of this ordinance shall upon conviction be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Three Hundred Fifty Dollars (\$350.00) for each offense.

## **SECTION FOUR**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

## **SECTION FIVE**

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. A full, true and complete copy of this ordinance shall be published in pamphlet form, by authority of the City Council as Corporate Authorities.

ADOPTED this 9<sup>th</sup> day of December, 2014, pursuant to a roll call as follows:

|                      | YES | NO | ABSENT | PRESENT | ABSTAIN |
|----------------------|-----|----|--------|---------|---------|
| Alderman BUCKNER     |     |    |        |         |         |
| Alderman HAWLEY      |     |    |        |         |         |
| Alderman VIEYRA      |     |    |        |         |         |
| Alderman BERRINI     |     |    |        |         |         |
| Alderman RITA        |     |    |        |         |         |
| Alderman DONAHUE     |     |    |        |         |         |
| Alderman STONE       |     |    |        |         |         |
| Alderman CARR        |     |    |        |         |         |
| Alderman OSTLING     |     |    |        |         |         |
| Alderman PITTMAN     |     |    |        |         |         |
| Alderman JOHNSON     |     |    |        |         |         |
| Alderman FRAUSTO     |     |    |        |         |         |
| Alderman THOMPSON    |     |    |        |         |         |
| Alderman JOHANSON    |     |    |        |         |         |
|                      |     |    |        |         |         |
| Mayor DOMINGO VARGAS |     |    |        |         |         |
|                      |     |    |        |         |         |
| <b>TOTAL</b>         |     |    |        |         |         |

**APPROVED** by the Mayor this 9<sup>th</sup> day of December, 2014.

\_\_\_\_\_  
**MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and **Filed** in my office this  
9<sup>th</sup> of December, 2014.

\_\_\_\_\_  
**CITY CLERK**

**PUBLISHED** in pamphlet form this  
9<sup>th</sup> day of December, 2014.

\_\_\_\_\_  
**CITY CLERK**

## PROCLAMATION

### DECEMBER AS NATIONAL DRUNK AND DRUGGED DRIVING (3D) PREVENTION MONTH IN BLUE ISLAND, IL

**WHEREAS**, motor vehicle crashes killed 991 people in Illinois during 2013; and

**WHEREAS**, hundreds of those deaths involved a driver impaired by alcohol and/or drugs; and

**WHEREAS**, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and

**WHEREAS**, for thousands of families across the state and the nation, holidays are a time to remember loved ones lost; and

**WHEREAS**, organizations across the state and the nation are joined with the Drive Sober or Get Pulled Over and other campaigns that foster public awareness of the dangers of impaired driving and anti-impaired driving law enforcements efforts; and

**WHEREAS**, the State of Illinois is proud to partner with the Illinois Department of Transportation's Division of traffic Safety and other traffic safety groups in the effort to make our roads and streets safer; and

**NOW, THEREFORE**, I, Domingo Vargas, Mayor, do hereby proclaim December 2014 as **DRUNK AND DRUGGED DRIVING (3D) PREVENTION MONTH** in Blue Island, IL, and do hereby call upon all citizens, government agencies, business leaders, hospitals and health care providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Blue Island, IL this 9th day of December 2014.

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Domingo F. Vargas, Mayor  
City of Blue Island

December 2, 2014

Neighborhood Watch Group #37  
11956 Longwood Drive  
Blue Island, Illinois 60406

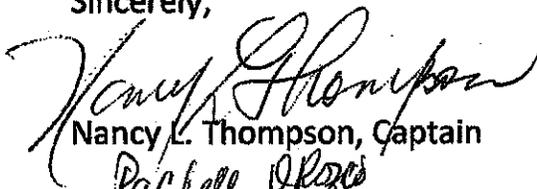
City of Blue Island  
City Clerk, Mr. Randall Heuser  
13051 Greenwood Avenue  
Blue Island, Illinois 60406

Dear Mr. Heuser:

The Month of February is Celebration of Black History Month.  
We are asking permission from Mayor Vargas, You and members of the  
City Council, to have Our Annual Black Culture Night Celebration to be held at  
The City Hall South Annex Building 2434 Vermont Street.  
On Friday February 20, 2015 from 7:00 until 10:00 Pm.

Thank you for your consideration in advance.

Sincerely,

  
Nancy L. Thompson, Captain  
  
Rachell Orozco, Co-Captain

TO: BLUE ISLAND CITY COUNCIL  
 THE UNDERSIGNED, CARMINE BILOTTO,  
 IN COOK COUNTY, ILLINOIS, RESPECTFULLY SUBMITS THE FOLLOWING REPORT, SHOWING THE STATE OF THE TREASURY AT THE  
 CLOSE OF BUSINESS ON 11/30/14

*Carmine Bilotta*

TREASURER OF THE CITY OF BLUE ISLAND

| FUND NAME               | ON HAND<br>LAST REPORT | RECEIVED       | PAID OUT       | CHECKING<br>BALANCE | SHORT TERM<br>INVESTMENTS | LONG TERM<br>INVESTMENTS | TOTAL FUND<br>BALANCE |
|-------------------------|------------------------|----------------|----------------|---------------------|---------------------------|--------------------------|-----------------------|
| GENERAL                 | \$171,780.05           | \$1,859,513.74 | \$1,782,146.60 | \$249,147.19        | \$0.00                    | \$22,250.76              | \$271,397.95          |
| WATER                   | \$885,231.96           | \$577,044.93   | \$762,416.59   | \$699,860.30        | \$0.00                    | \$896.50                 | \$700,756.80          |
| GOLF                    | \$60,506.92            | \$41,272.19    | \$87,283.10    | \$14,496.01         | \$0.00                    | \$1,963.25               | \$16,459.26           |
| GOLF CONCESSION         | \$10,370.13            | \$2,500.00     | \$5,141.70     | \$7,728.43          | \$0.00                    | \$0.00                   | \$7,728.43            |
| MFT                     | \$65,523.19            | \$5.02         | \$53,524.25    | \$12,003.96         | \$0.00                    | \$317,211.54             | \$329,215.50          |
| CDBG                    | \$88.81                | \$20.00        | \$0.00         | \$108.81            | \$0.00                    | \$0.00                   | \$108.81              |
| TIF 2                   | \$858,386.73           | \$21,593.33    | \$561,191.83   | \$318,788.23        | \$0.00                    | \$1,541.94               | \$320,330.17          |
| TIF 3                   | \$763,518.12           | \$8,441.24     | \$0.00         | \$771,959.36        | \$0.00                    | \$0.00                   | \$771,959.36          |
| TIF 4                   | \$8,305.46             | \$0.32         | \$0.00         | \$8,305.78          | \$0.00                    | \$0.00                   | \$8,305.78            |
| TIF 5                   | \$3,455.50             | \$19,284.26    | \$19,284.00    | \$3,455.76          | \$0.00                    | \$0.00                   | \$3,455.76            |
| TIF 6                   | (\$10.00)              | \$10.00        | \$0.00         | \$0.00              | \$0.00                    | \$0.00                   | \$0.00                |
| GRANT (INT BEARING)     | \$73,872.21            | \$16.87        | \$1,000.00     | \$72,889.08         | \$0.00                    | \$0.00                   | \$72,889.08           |
| VERMONT PARKING LOT     | \$6,885.42             | \$3,944.79     | \$9,000.00     | \$1,830.21          | \$0.00                    | \$0.00                   | \$1,830.21            |
| PARKING TICKET COL ACCT | \$6,817.86             | \$3,881.46     | \$10,000.00    | \$699.32            | \$0.00                    | \$0.00                   | \$699.32              |
| ALLIED A.S.O.           | \$17,466.89            | \$0.00         | \$0.00         | \$17,466.89         | \$0.00                    | \$0.00                   | \$17,466.89           |
| PAYROLL                 | \$6,259.30             | \$725,287.30   | \$726,342.87   | \$5,203.73          | \$0.00                    | \$0.00                   | \$5,203.73            |
| GRANT(NON-INT BEARING)  | \$1,490,669.85         | \$10,797.08    | \$30,937.08    | \$1,470,529.85      | \$0.00                    | \$0.00                   | \$1,470,529.85        |
| MEADOWS VIDEO GAMING    | \$20,354.98            | \$1,578.91     | \$21,000.00    | \$933.89            | \$0.00                    | \$0.00                   | \$933.89              |
| BI SPECIAL EVENTS FUND  | \$12,462.10            | \$0.00         | \$0.00         | \$12,462.10         | \$0.00                    | \$0.00                   | \$12,462.10           |
| 911 FUND                | \$7,297.03             | \$0.28         | \$0.00         | \$7,297.31          | \$0.00                    | \$0.00                   | \$7,297.31            |
| FUND TOTALS             | \$4,469,242.51         | \$3,275,191.44 | \$4,069,268.02 | \$3,667,868.90      | \$0.00                    | \$343,863.99             | \$4,011,732.89        |

Checks approved but not sent to vendors \$140,048.50



## **TAW Ordinance**

### **I. Introduction/Purpose**

Last year we got a Tax Anticipation Warrant (TAW) for \$1 million dollars from Beverly Bank. We have since paid this off as of September 24, 2014. We are looking to go out and get another tax anticipation warrant this year. This time of year, cash flow is tight because we are between property tax periods. While we may not need the full amount, our financial consultant, John Kasperek, and I have discussed this. With winter coming and we are uncertain as to how hard of a winter it will be, we feel we'd rather have access to the cash during this time, so we are asking for another \$1 million TAW this year. There is no pre-payment penalty and we hope to pay it back as quickly as possible.

### **II. Discussion/Highlights**

We have secured funding for a Tax Anticipation Warrant this year from our everyday bank, Beverly Bank and Trust. The TAW is for \$1 million, with no pre-payment penalty and an interest rate of 3.25%. Due to Beverly Bank's experience with the City during the transition, the interest rate was decreased 1.25% from the rate of last year's TAW.

### **III. Conclusion/Recommendation**

I recommend we approve the TAW for \$1 million. If we find we do not need the full amount of the funds, we will pre-pay the portion of the money we believe we do not need, as to pay as little interest on the funds as possible.

**Prepared by: Matt Anastasia, Director of Finance and Administration**

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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 2014-059**

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**AN ORDINANCE AUTHORIZING ISSUANCE OF GENERAL  
CORPORATE PURPOSES TAX ANTICIPATION WARRANTS OF  
THE CITY OF BLUE ISLAND, ILLINOIS**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

|                 |                          |                         |
|-----------------|--------------------------|-------------------------|
| <b>1st Ward</b> | <b>CHRISTINE BUCKNER</b> | <b>TOM HAWLEY</b>       |
| <b>2nd Ward</b> | <b>LETICIA VIEYRA</b>    | <b>CHARISSA BERRINI</b> |
| <b>3rd Ward</b> | <b>NANCY RITA</b>        | <b>KEVIN DONAHUE</b>    |
| <b>4th Ward</b> | <b>MARCIA STONE</b>      | <b>CANDACE CARR</b>     |
| <b>5th Ward</b> | <b>JANICE OSTLING</b>    | <b>KENNETH PITTMAN</b>  |
| <b>6th Ward</b> | <b>DEXTER JOHNSON</b>    | <b>JAIRO FRAUSTO</b>    |
| <b>7th Ward</b> | <b>NANCY THOMPSON</b>    | <b>JAMES JOHANSON</b>   |

**Aldermen**

**ORDINANCE NO. 2014-059**

**AN ORDINANCE AUTHORIZING ISSUANCE OF GENERAL CORPORATE  
PURPOSES TAX ANTICIPATION WARRANTS OF THE  
CITY OF BLUE ISLAND, ILLINOIS**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE ISLAND,  
ILLINOIS, AS FOLLOWS:

**Section 1. Authority and Purpose.** This ordinance is adopted pursuant to the Illinois Municipal Code, 65 Illinois Compiled Statutes 5, and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350 for the purpose of financing a projected deficit in the general fund of the City of Blue Island, Illinois (the "City") and to defray necessary expenses and liabilities of the City for which there are insufficient funds. The foregoing is authorized to be undertaken by the City.

**Section 2. Authorization and Terms of Warrants.** The sum of \$1,000,000 is appropriated to meet part of the purposes described in Section 1 of this ordinance. For the purpose of financing said appropriation, general corporate purposes tax anticipation warrants of the City (the "Warrants") are authorized to be issued in an aggregate principal amount of \$1,000,000. The Warrants of the City are hereby authorized to be issued, sold and delivered to defray the necessary expenses of the City incurred for general fund purposes and drawn against and in anticipation of the collection of the taxes levied in the year 2014 for extension and collection in the year 2015 for such purposes, to the extent of 85% of the taxes levied for general corporate purposes, less the amount of abatements and taxes previously collected.

Each Warrant shall be designated "General Corporate Purposes Tax Anticipation Warrant, Series 2014," shall mature on December 10, 2015, shall be dated as of the date of delivery, and shall bear interest at the rate of 3.25% per annum payable at maturity.

The Warrants are subject to optional redemption, in whole or in part, on any date, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the date of redemption.

**Section 3. Sale and Delivery.** The Warrants shall be sold to Beverly Bank & Trust Company N.A., at an aggregate issue price of \$1,000,000.

The Mayor, City Clerk and other officials of the City are hereby authorized and directed to do and perform, or cause to be done or performed for or on behalf of the City each and every thing necessary for the issuance of the Warrants, including the proper execution and delivery of the Warrants upon payment of the full purchase price of the Warrants.

**Section 4. Execution and Authentication.** Each Warrant shall be executed in the name of the City by the manual or authorized facsimile signature of its Mayor and the corporate seal of the City, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon and countersigned by the manual or authorized facsimile signature of its City Clerk.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Warrant shall cease to hold such office before the issuance of the Warrant, such Warrant shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Warrant had not ceased to hold such office. Any Warrant may be signed, sealed or attested on behalf of the City by any person who, on the date of such act shall hold the proper office, notwithstanding that at the date of such Warrant such person may not have held such office. No recourse shall be had for the payment of any Warrants against any officer who executes the Warrants.

Each Warrant shall bear thereon a certificate of authentication executed manually by the registrar. No Warrant shall be entitled to any right or benefit under this ordinance or shall be

valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the registrar.

**Section 5. Transfer, Exchange and Registry.** The Warrants shall be negotiable, subject to the provisions for registration of transfer contained herein. Each Warrant shall be transferable only upon the registration books maintained by the City for that purpose at the office of the registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the registrar and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for transfer of any such Warrant, the City shall execute and the registrar shall authenticate and deliver a new Warrant or Warrants registered in the name of the transferee, of the same aggregate principal amount, series, maturity and interest rate as the surrendered Warrant. Warrants, upon surrender thereof at the office of the registrar, with a written instrument satisfactory to the registrar, duly executed by the registered owner or his attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Warrants of the same series, maturity and interest rate and of authorized denominations.

For every such exchange or registration of transfer of Warrants, the City or the registrar may make a charge sufficient for the reimbursement of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Illinois Bond Replacement Act shall govern the replacement of lost, destroyed or defaced Warrants.

The City and the registrar may deem and treat the person in whose name any Warrant shall be registered upon the registration books as the absolute owner of such Warrant, whether such Warrant shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Warrant to the extent of the sum or sums so paid, and neither the City nor the registrar shall be affected by any notice to the contrary.

**Section 6. Security.** The moneys deposited or to be deposited into the Debt Service Fund established by Section 8 of this ordinance are pledged as security for the payment of the principal of and interest on the Warrants. The pledge is made pursuant to Section 13 of the Local Government Debt Reform Act and shall be valid and binding from the date of issuance of the Warrants. All such moneys held in the Debt Service Fund shall immediately be subject to the lien of such pledge without the physical delivery or further act and the lien of such pledge shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof.

**Section 7. Form of Warrants.** The Warrants shall be issued as fully registered Warrants and shall be in substantially the following form, the blanks to be appropriately completed when the Warrants are printed:

No. R-1

United States of America  
State of Illinois  
County of Cook  
CITY OF BLUE ISLAND  
GENERAL CORPORATE PURPOSES TAX ANTICIPATION WARRANT, SERIES 2014

**INTEREST RATE**

3.25%

**MATURITY DATE**

December 10, 2015

**DATED DATE**

December 10, 2014

**REGISTERED OWNER:** Beverly Bank & Trust Company N.A.

**PRINCIPAL AMOUNT:** One Million and No/100 Dollars (\$1,000,000)

The CITY OF BLUE ISLAND, a municipal corporation of the State of Illinois located in the County of Cook, acknowledges itself indebted and for value received hereby promises to pay to the registered owner of this Warrant, or registered assigns, the principal amount specified above on the maturity date specified above, and to pay interest on such principal amount from the date hereof at the interest rate per annum specified above, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America at maturity to the registered owner of record hereof as of the 15<sup>th</sup> day next preceding such interest payment date, by wire transfer pursuant to an agreement by and between the City and the registered owner, or otherwise by check or draft mailed to the registered owner at the address of such owner appearing on the registration books maintained by the City for such purpose at the office of the City Treasurer, as warrant registrar (the "Warrant Registrar"). This Warrant, as to principal and premium, if any, when due, will be payable in lawful money of the United States of America upon presentation and surrender of this Warrant at the office of the Warrant Registrar. This Warrant is payable in the numerical order of its issuance solely from the tax against which it is issued and shall be received by any collector of taxes in payment of the tax

against which it is issued. This Warrant is payable from any lawfully available corporate funds of the City.

This Warrant is one of a series of Warrants issued in anticipation of taxes so levied for the year 2014 to be collected in the year 2015, to provide a fund to meet and defray necessary expenses of the City for general corporate purposes and issued in the aggregate principal amount of \$1,000,000, which are authorized and issued under and pursuant to Illinois Municipal Code, 65 Illinois Compiled Statutes 5, and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350 and under and in accordance with an ordinance adopted by the City Council of the City on December 9, 2014 and entitled: "Ordinance Authorizing the Issuance of General Corporate Purposes Tax Anticipation Warrants of the City of Blue Island, Illinois."

The Warrants of such series are subject to optional redemption prior to maturity at the option of the City, in whole or in part, and upon notice as herein provided, on any date at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the date of redemption.

Notice of the redemption of Warrants will be mailed not less than 5 days nor more than 30 days prior to the date fixed for such redemption to the registered owners of Warrants to be redeemed at their last addresses appearing on such registration books. The Warrants or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the Warrants or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the

lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such Warrants or portions thereof shall cease to accrue and become payable.

This Warrant is transferable only upon such registration books by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof at the office of the Warrant Registrar together with a written instrument of transfer satisfactory to the Warrant Registrar duly executed by the registered owner or by his duly authorized attorney, and thereupon a new registered warrant or warrants, in the authorized denominations of \$1,000 or any integral multiple thereof and of the same aggregate principal amount, maturity and interest rate as this Warrant shall be issued to the transferee in exchange therefor. In like manner, this Warrant may be exchanged for an equal aggregate principal amount of Warrants of the same maturity and interest rate and of any of such authorized denominations. The City or the Warrant Registrar may make a charge sufficient for the reimbursement of any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this Warrant. No other charge shall be made for the privilege of making such transfer or exchange. The City and the Warrant Registrar may treat and consider the person in whose name this Warrant is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes whatsoever.

This Warrant shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Warrant Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this Warrant in order to make it a legal, valid and binding obligation of the City have been done, exist and have been performed in regular and due time, form and manner as required by law; that the total amount of

such Warrants and all general obligation tax anticipation notes issued for the payment of expenses for the aforesaid purposes and based upon said tax levy does not exceed eighty-five percent (85%) of the tax levy made therefor; that the total amount of general obligation notes and tax anticipation warrants of any kind of the City, issued under any of the laws of the State of Illinois applicable thereto, outstanding for the fiscal year in which this Warrant is issued does not exceed 85% of the taxes levied in the year 2014 for extension and collection in the year 2015; and that the series of Warrants of which this Warrant is one, together with all other indebtedness of the City, is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, the City of Blue Island has caused this Warrant to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its City Clerk.

Dated: December 10, 2014

(SEAL)

\_\_\_\_\_  
Mayor

COUNTERSIGNED:

\_\_\_\_\_  
City Clerk

#### CERTIFICATE OF AUTHENTICATION

The Warrant is one of the General Corporate Purposes Tax Anticipation Warrants, described in the within mentioned Ordinance.

Signed: \_\_\_\_\_  
City Treasurer, as Warrant Registrar

ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto

\_\_\_\_\_

the within Warrant and hereby irrevocably constitutes and appoints

\_\_\_\_\_

attorney to transfer the said Warrant on the books kept for registration thereof, with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature Guarantee:

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appear upon the face of the within Warrant in every particular, without alteration or enlargement of any change whatever.

**Section 8. Debt Service Fund.** All moneys to be used for the payment of the principal of and interest on the Warrants shall be deposited in the "Debt Service Fund," which is hereby established as a special fund of the City and shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986.

The moneys deposited or to be deposited into the Debt Service Fund, are pledged as security for the payment of the principal of and interest on the Warrants. The pledge is made pursuant to Section 13 of the Local Government Debt Reform Act and shall be valid and binding from the date of issuance of the Warrants. All moneys held in the Debt Service Fund shall

immediately be subject to the lien of such pledge without any physical delivery or further act and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof. One hundred percent (100%) of the second collection of property taxes collected by the County Collector of Cook County, Illinois in the year 2014 for extension and collection in the year 2015 for general fund purposes shall be deposited to the Debt Service Fund until an aggregate amount equal to the principal and interest coming due on the Warrants at maturity is on deposit in the Debt Service Fund.

The amounts on deposit in the Debt Service Fund and the levy of taxes for the Warrants shall be for the sole benefit of the holders of the Warrants, and such holders shall have a claim against such levy and a first and prior lien upon proceeds of the Warrants and all present and future receipts of such taxes when deposited into the Debt Service Fund until the principal of and interest on the Warrants are paid in full.

Moneys deposited in the Debt Service Fund shall be used solely and only for the purpose of paying the principal of and interest on the Warrants and shall not be used for any other purpose so long as the Warrants remain outstanding and unpaid. Pending the need for the use of moneys so deposited, the City shall provide for the investment of the moneys so deposited in investments lawfully permitted for City funds and maturing within the time required to pay interest on and principal of the Warrants.

**Section 9. General Fund.** All of the proceeds of sale of the Warrants shall be deposited in the general fund of the City and shall be used for the purposes specified in Section 1 of this ordinance and to pay costs of issuance of the Warrants.

**Section 10. Tax Intercept Agreement.** The City is authorized to enter into a Tax Intercept Agreement among the county collector of the County of Cook, Illinois (the "Collector"), the City and the Beverly Bank & Trust Company N.A. (the "Tax Intercept Agreement") for the purpose of providing the funds required to pay the principal of and interest on the Warrants when and as the same falls due at maturity. Such agreement may provide that the *ad valorem* taxes levied against all of the taxable property of the City as collected by the Collector be paid by the Collector via ACH deposit to the Trustee for deposition an amount equal to the amount of principal and interest on the Warrants, and the remainder shall be distributed to the City. In the absence of such agreement, the City is authorized to make payments of the principal and interest on the Warrants directly to the Beverly Bank & Trust Company in the manner as agreed upon by the parties.

**Section 11. Filing of Ordinance.** The City Clerk of the City is hereby directed to file a certified copy of this ordinance with the County Clerk of Cook County.

**Section 12. Registrar.** The City covenants that it shall at all times retain a registrar with respect to the Warrants, who may be an official of the City, that it will maintain at the designated office of such registrar a place where Warrants may be presented for payment and registration of transfer or exchange and that it shall require that the registrar maintain proper registration books and perform the other duties and obligations imposed upon the registrar by this ordinance in a manner consistent with the standards, customs and practices of the municipal securities business.

**Section 13. Defeasance and Payment of Warrants.** (A) If the City shall pay or cause to be paid to the registered owners of the Warrants, the principal, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this ordinance, then the pledge of taxes, securities and funds hereby pledged and the covenants,

agreements and other obligations of the City to the registered owners and the beneficial owners of the Warrants shall be discharged and satisfied.

(B) Any Warrants or interest installments appertaining thereto, whether at or prior to the maturity or the redemption date of such Warrants, shall be deemed to have been paid within the meaning of paragraph (A) of this Section if (1) in case any such Warrants are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Warrants for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (2) there shall have been deposited in trust with a bank, trust company or national banking association acting as fiduciary for such purpose either (i) moneys in an amount which shall be sufficient, or (ii) "Federal Obligations" as defined in paragraph (C) of this Section, the principal of and the interest on which when due will provide moneys which, together with any moneys on deposit with such fiduciary at the same time for such purpose, shall be sufficient, to pay when due the principal of, redemption premium, if any, and interest due and to become due on said Warrants on and prior to the applicable redemption date or maturity date thereof.

(C) As used in this Section, the term "Federal Obligations" means (i) non-callable, direct obligations of the United States of America, (ii) non-callable and non-prepayable, direct obligations of any agency of the United States of America, which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest, (iii) non-callable, non-prepayable coupons or interest installments from the securities described in clause (i) or clause (ii) of this paragraph, which are stripped pursuant to programs of the Department of the Treasury of the United States of America, or (iv) coupons or interest installments stripped from Warrants of the Resolution Funding Corporation.

**Section 14. Ordinance to Constitute a Contract.** The provisions of this ordinance shall constitute a contract between the City and the registered owners of the Warrants. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the owners of any and all of the Warrants. All of the Warrants, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Warrants over any other thereof except as expressly provided in or pursuant to this ordinance. This ordinance shall constitute full authority for the issuance of the Warrants and to the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the City, the provisions of this ordinance shall control. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

**Section 15. Publication.** The City Clerk is hereby authorized and directed to publish this ordinance in pamphlet form and to file copies thereof for public inspection in his office.

**Section 16. Severability.** The provisions of this ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

**Section 17. Superseder and Effective Date.** All ordinances, resolutions and orders, or parts thereof, in conflict therewith are to the extent of such conflict hereby superseded; and this ordinance shall be in full force and effect immediately upon its passage, approval and publication as provided by law.

Passed and adopted this 9<sup>th</sup> day of December, 2014, by roll call vote as follows:

Ayes:

Nays:

Abstain:

Approved: December 9, 2014

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Mayor

Published in pamphlet form  
December 9, 2014

(SEAL)

Attest:

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City Clerk

## CERTIFICATE

I, Randy Heuser, City Clerk of the City of Blue Island, Illinois, hereby certify that the foregoing ordinance entitled: "Ordinance Authorizing the Issuance of General Corporate Purposes Tax Anticipation Warrants, of the City of Blue Island, Illinois," is a true copy of an original ordinance that was duly adopted by the recorded affirmative votes of a majority of the members of the City Council of the City at a meeting thereof that was duly called and held at 7:00 p.m. on December 9, 2014, at the City Hall East Annex, 2434 West Vermont Street in Blue Island and at which a quorum was present and acting throughout, and that said copy has been compared by me with the original ordinance signed by the Mayor on December 9, 2014, and thereafter published in pamphlet form on December 9, 2014 and recorded in the ordinance book of the City and that it is a correct transcript thereof and of the whole of said ordinance, and that said ordinance has not been altered, amended, repealed or revoked, but is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this 9<sup>th</sup> day of December, 2014.

(SEAL)

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City Clerk

ADOPTED this 9th day of December, 2014, pursuant to a roll call as follows:

|                         | YES | NO | ABSENT | PRESENT | ABSTAIN |
|-------------------------|-----|----|--------|---------|---------|
| Alderman BUCKNER        |     |    |        |         |         |
| Alderman HAWLEY         |     |    |        |         |         |
| Alderman VIEYRA         |     |    |        |         |         |
| Alderman BERRINI        |     |    |        |         |         |
| Alderman RITA           |     |    |        |         |         |
| Alderman DONAHUE        |     |    |        |         |         |
| Alderman STONE          |     |    |        |         |         |
| Alderman CARR           |     |    |        |         |         |
| Alderman OSTLING        |     |    |        |         |         |
| Alderman PITTMAN        |     |    |        |         |         |
| Alderman JOHNSON        |     |    |        |         |         |
| Alderman FRAUSTO        |     |    |        |         |         |
| Alderman THOMPSON       |     |    |        |         |         |
| Alderman JOHANSON       |     |    |        |         |         |
| Mayor DOMINGO F. VARGAS |     |    |        |         |         |
|                         |     |    |        |         |         |
| <b>TOTAL</b>            |     |    |        |         |         |

**APPROVED:** this 9th day of December, 2014.

\_\_\_\_\_  
**MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and **Filed** in my office this  
9th day of December, 2014.

\_\_\_\_\_  
**CITY CLERK**

**PUBLISHED** in pamphlet form this  
9th day of December, 2014.

\_\_\_\_\_  
**CITY CLERK**



## **Resolution Authorizing Transfer of Funds Between Certain TIF Districts**

### **I. Introduction/Purpose**

As of August 1, 2014 the boundary for TIF 5 (hospital/bridges) was again extended to now border TIF 2 (Parco). TIF 2 currently as is, already borders TIF 3 (California Gardens). Under TIF law, funds within each TIF are allowed to be transferred between each other as long as the TIF are contiguous. This would mean as long as the TIF boundaries are touching/bordering each other, this is legal under TIF law.

### **II. Discussion/Highlights**

With the many projects going on within these 3 TIFs, there is funding needed to complete projects. The two biggest projects are the bridges in TIF 5 and the rehabbing of the Rec. Center in TIF 3. The bond payments have expired on TIF 2 and will expire on TIF 3 as of December 12, 2014. TIF 2 and TIF 3 generate a significant amount of increment, creating excess funds to be able to fund these large projects. This resolution would give the Director of Finance the ability to transfer funds from TIF 2 to TIF 3 not to exceed \$300,000 and from TIF 2 to TIF 5 not to exceed \$2,500,000.

### **III. Conclusion/Recommendation**

I recommend the passage of this resolution to allow for the Division St. bridge project to be complete without interruption (TIF 5) and to make needed repairs to the Rec. Center in the California Gardens area once the current situation under litigation is resolved (TIF 3). These transfers will not be one-time transfers; they would be multiple transfers over a long period of time as needed for the completion of projects.

**Prepared by:** Matt Anastasia, Director of Finance and Administration

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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2014-052**

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**A RESOLUTION AUTHORIZING TRANSFER OF FUNDS  
BETWEEN CERTAIN TIF DISTRICTS WITHIN  
THE CITY OF BLUE ISLAND**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

|                 |                          |                         |
|-----------------|--------------------------|-------------------------|
| <b>1st Ward</b> | <b>CHRISTINE BUCKNER</b> | <b>TOM HAWLEY</b>       |
| <b>2nd Ward</b> | <b>LETICIA VIEYRA</b>    | <b>CHARISSA BERRINI</b> |
| <b>3rd Ward</b> | <b>NANCY RITA</b>        | <b>KEVIN DONAHUE</b>    |
| <b>4th Ward</b> | <b>MARCIA STONE</b>      | <b>CANDACE CARR</b>     |
| <b>5th Ward</b> | <b>JANICE OSTLING</b>    | <b>KENNETH PITTMAN</b>  |
| <b>6th Ward</b> | <b>DEXTER JOHNSON</b>    | <b>JAIRO FRAUSTO</b>    |
| <b>7th Ward</b> | <b>NANCY THOMPSON</b>    | <b>JAMES JOHANSON</b>   |

**Aldermen**

**RESOLUTION NO. 2014-052**

**A RESOLUTION AUTHORIZING TRANSFER OF FUNDS BETWEEN CERTAIN TIF DISTRICTS WITHIN THE CITY OF BLUE ISLAND**

WHEREAS, pursuant to 65 ILCS 5/11-74.4-4, the City is authorized to utilize revenues received from one redevelopment project area for eligible costs in another redevelopment project area that is contiguous to the redevelopment project area from which the revenues are received;

WHEREAS, it is anticipated that TIF 2 will have surplus revenues or revenues otherwise available for use in redevelopment project areas;

WHEREAS, TIF 2 is contiguous with TIF 3 and TIF 5 and the City has determined it necessary to undertake various maintenance and improvement projects within said TIF districts;

**NOW BE IT RESOLVED** by the City Council of the City of Blue Island, County of Cook, and State of Illinois:

The City Treasurer, or designee, is hereby authorized to transfer revenues from TIF 2 to TIF 3 for any amount or combination of amounts not to exceed \$300,000 cumulatively; and from TIF 2 to TIF 5 for any amount or combination of amounts not to exceed \$2,500,000 cumulatively. The Treasurer or designee shall make all necessary journal entries to reflect such transfers.

This resolution shall be in full force and effect immediately or as otherwise required by law.

ADOPTED this 9th day of December, 2014, pursuant to a roll call as follows:

|                         | YES | NO | ABSENT | PRESENT | ABSTAIN |
|-------------------------|-----|----|--------|---------|---------|
| Alderman BUCKNER        |     |    |        |         |         |
| Alderman HAWLEY         |     |    |        |         |         |
| Alderman VIEYRA         |     |    |        |         |         |
| Alderman BERRINI        |     |    |        |         |         |
| Alderman RITA           |     |    |        |         |         |
| Alderman DONAHUE        |     |    |        |         |         |
| Alderman STONE          |     |    |        |         |         |
| Alderman CARR           |     |    |        |         |         |
| Alderman OSTLING        |     |    |        |         |         |
| Alderman PITTMAN        |     |    |        |         |         |
| Alderman JOHNSON        |     |    |        |         |         |
| Alderman FRAUSTO        |     |    |        |         |         |
| Alderman THOMPSON       |     |    |        |         |         |
| Alderman JOHANSON       |     |    |        |         |         |
| Mayor DOMINGO F. VARGAS |     |    |        |         |         |
|                         |     |    |        |         |         |
| <b>TOTAL</b>            |     |    |        |         |         |

**APPROVED:** this 9th day of December, 2014.

\_\_\_\_\_  
**MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and **Filed** in my office this  
9th day of December, 2014.

\_\_\_\_\_  
**CITY CLERK**



## e-Civis Software

### I. Introduction/Purpose

As of now there is no comprehensive database for past grants applications whether they were successful or not. Currently, the City of Blue Island needs the correct software to help manage the large amount of grants that we hope to expect in the near future. The software program that would best fit our needs would be e-Civis. It is a program that is designed to set up its own database, from tracking funds that have won to having a set of grants that are palatable to the city of Blue Island. It will allow the Grants Department to focus its time more efficiently on several projects instead of being limited to fewer projects. It will also have a tracking system that is severely needed.

### II. Discussion/Highlights

e-Civis will help us find and manage awards. It will allow us to track our outcomes and reduce time overall spent while increasing our efficiency. Their software is a web-based and enterprise-wide solution consisting of industry leading products and services that will help produce results throughout the duration of the grant. Their grants management system are based on Software as a Service technology that will help eliminate time spent searching as well as additional IT costs. The options that are apart of this proposal consist of the following:

- 1) 3 year contract worth \$4,950 a year
  - A. Has database management, better grant search opportunities and expert analysis on one application a year.
- 2) 3 year contract worth \$3,950 a year.
  - B. Has database management, better grant search opportunities

### III. Conclusion/Recommendation

I recommend we approve the contract at \$4,950 a year. The difference between the two options is that there is a backstop for the one that I am recommending. This option will allow e-Civis to have one grant application a year worked on by its leading experts. I believe the expert analysis provided for the additional \$1,000 per year (which generally costs \$2,500 per application reviewed) will make future applications better. This is a deal that will ensure we receive the best opportunities to help our city. This kind of software will allow us to compete with every other city in the country while also cutting down time that can be spent on other projects rather than just one.

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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2014-053**

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**A RESOLUTION AUTHORIZING EXECUTION OF SUBSCRIPTION  
AND SERVICE AGREEMENT WITH eCIVIS RELATING TO  
GRANT RESEARCH AND MANAGEMENT**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

**1st Ward      CHRISTINE BUCKNER  
2nd Ward      LETICIA VIEYRA  
3rd Ward      NANCY RITA  
4th Ward      MARCIA STONE  
5th Ward      JANICE OSTLING  
6th Ward      DEXTER JOHNSON  
7th Ward      NANCY THOMPSON**

**TOM HAWLEY  
CHARISSA BERRINI  
KEVIN DONAHUE  
CANDACE CARR  
KENNETH PITTMAN  
JAIRO FRAUSTO  
JAMES JOHANSON**

**Aldermen**

**RESOLUTION NO. 2014-053**

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF  
SUBSCRIPTION AND SERVICE AGREEMENT WITH eCIVIS RELATING TO  
GRANT RESEARCH AND MANAGEMENT**

**WHEREAS**, the City of Blue Island identified a need to retain specialized services and access to additional grant resources to meet the fiscal needs of the city;

**WHEREAS**, eCIVIS has expertise in building and implementing grants management solutions and has a history of working with local governments to increase funding options and operational efficiency; and

**WHEREAS**, the Council finds it is in the best interests of the City to enter into a subscription and grant service agreement allowing access to Grant Research Software related to finding eligible and relevant grants funding.

**NOW AND THEREFORE, BE IT RESOLVED** by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

The authority under this Resolution shall extend to the execution of the subscription and service agreement with eCivis, the terms of which shall substantially conform to the attached Exhibit A. The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 9th day of December, 2014, pursuant to a roll call as follows:

|                         | YES | NO | ABSENT | PRESENT | ABSTAIN |
|-------------------------|-----|----|--------|---------|---------|
| Alderman BUCKNER        |     |    |        |         |         |
| Alderman HAWLEY         |     |    |        |         |         |
| Alderman VIEYRA         |     |    |        |         |         |
| Alderman BERRINI        |     |    |        |         |         |
| Alderman RITA           |     |    |        |         |         |
| Alderman DONAHUE        |     |    |        |         |         |
| Alderman STONE          |     |    |        |         |         |
| Alderman CARR           |     |    |        |         |         |
| Alderman OSTLING        |     |    |        |         |         |
| Alderman PITTMAN        |     |    |        |         |         |
| Alderman JOHNSON        |     |    |        |         |         |
| Alderman FRAUSTO        |     |    |        |         |         |
| Alderman THOMPSON       |     |    |        |         |         |
| Alderman JOHANSON       |     |    |        |         |         |
|                         |     |    |        |         |         |
| Mayor DOMINGO F. VARGAS |     |    |        |         |         |
|                         |     |    |        |         |         |
| <b>TOTAL</b>            |     |    |        |         |         |

**APPROVED:** this 9th day of December, 2014.

\_\_\_\_\_  
**MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and Filed in my office this  
9th day of December, 2014.

\_\_\_\_\_  
**CITY CLERK**



**ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT**

Date 11/25/2014  
Contract No. 8978

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")  
418 N. Fair Oaks Ave. #301  
Pasadena, CA 91103  
Fax: (626) 628-3232  
Sales Contact:  
Robert Jones

and City of Blue Island, IL ("Customer")  
13051 Greenwood Avenue  
Blue Island, IL 60406  
Phone: 708-227-6362  
Principal Contact and Master Access Holder:  
Sean Hailoran,

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and Services are provided to Customer, and supersedes all previous agreements between eCivis and Customer.

| eCivis Products        | Description   | Units | Avg Unit Price | Total Price       |
|------------------------|---|-------|----------------|-------------------|
| Grants Network License | Grants Network: Research, KnowledgeBase, Tracking & Reporting - 2 User Licenses | 1     | \$4,996.00     | \$4,996.00        |
| Product Sub-Total      |   |       |                | \$4,996.00        |
| eCivis Services        | Description   | Units | Avg Unit Price | Total Price       |
| Peer Review Services   | Peer Review Services  | 1     | \$2,500.00     | \$2,500.00        |
| Services Sub-Total     |   |       |                | \$2,500.00        |
| Incentive Discount     |   |       |                | (\$2,046.40)      |
| Multi-year Discount    |   |       |                | (\$499.60)        |
| <b>TOTAL PRICE</b>     |   |       |                | <b>\$4,950.00</b> |

**Subscription Period(s) and Payment Terms**

The Subscription Period of this Agreement will conclude 12/31/2017. Payment is due net 30 days from invoice date.

- Cycle 1: 1/01/2015 through 12/31/2015 for a price of \$ 4,950
- Cycle 2: 1/01/2016 through 12/31/2016 for a price of \$ 4,950
- Cycle 3: 1/01/2017 through 12/31/2017 for a price of \$ 4,950

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: December 19, 2014.

IN WITNESS WHEREOF, the parties hereto have caused to be executed or executed this Agreement as of the day and year first above written.

Accepted By:  
City of Blue Island, IL

Accepted By:  
eCivis, Inc.

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(type or print)

Name: Stephanie Rodriguez-Barnett  
(type or print)

Title: \_\_\_\_\_

Title: Director of Account Operations

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Send invoice to (if different than address above): \_\_\_\_\_

## eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 3, 2014. It is effective between You and Us as of the date of You accepting this Agreement.

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## 1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our professional services division under this Agreement or any relevant purchase order. Such work may include, but not limited to, Grant Writing, Peer Review, Technical Assistance and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants Network<sup>TM</sup>, Professional Services or Nonprofit One-Stop<sup>TM</sup>.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at <http://www.ecivis.com> and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as Consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, a Delaware corporation.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

## 2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and any relevant Purchase Order during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

## 3. USE OF THE SERVICES

3.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on the number of grants that can be managed in Our Grants Network™ Tracking & Reporting product, on the number of grant applications, peer reviews and/or trainings provided by Us. Any such limitations are specified in the signature page of this Agreement.

3.5. Third Party Data. We do not own data or files submitted to Grants Network by third parties. You assume all risks that may occur from downloading third-party data or files.

## 4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Professional Services as part of its User Subscriptions and each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for Services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and

courteous manner in the performance of their duties under this Agreement to complete such Professional Services.

4.3. It is understood by You that delays in providing material or information resulting in missed grant application deadlines does not constitute non delivery of grant writing services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Professional Services.

4.4. Peer Review Services. Should this Agreement include Peer Review services, upon mutual agreement by Us and You, Peer Review services may be exchanged with "customized services" of equivalent value, if such Services are available at the time of request. Such "customized services" may include, but not limited to, customized funding searches, consulting, coaching, and training.

4.5. You shall provide to Us written acceptance of each Professional Service listed in Exhibit A within 5 business days of Professional Services being delivered to You. Failure to provide written acceptance during this period shall be deemed acceptance of Professional Services delivered.

## 5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, (i) fees are based on Services purchased and not actual usage for Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable and will not result in any refund or credit and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or pay by check. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed under this Agreement for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our Services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our Services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

## 6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

## 7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information is subject to open records requirements defined by state statute, unless explicitly exempt under state statute. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, (iii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

## 11. GOVERNING LAW AND JURISDICTION

11.1. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

## 12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

12.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification,

amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

### 13. MUTUAL INDEMNIFICATION

13.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

13.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

13.3. Exclusive Remedy. This Section 13 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

[Remainder of page intentionally left blank, signature page is on the cover page to this Agreement]



# Blue Island, IL

Grant Research & Management Proposal

Prepared For: Sean Halloran

November 24<sup>th</sup>, 2014

Introduction



Dear Sean,

eCivis is pleased to submit the following proposal to the Blue Island Illinois for its review and consideration. This proposal outlines our expertise in building and implementing grants management solutions on a large scale. We have worked with thousands of local governments across the country to increase their funding options and as well as operational efficiency. We understand the unique challenges of standardizing solutions while incorporating flexibility and speed of implementation. We look forward to exploring this opportunity with you... and enabling you to do more with less.

Kind regards,

Robert Jones  
Account Executive  
eCivis, Inc.

## Overview

### **WHO WE ARE**

eCivis, founded in 2000, is the nation's leading grants research and management solutions. Our products and services incorporate more than a decade of best practices into a single, seamless grants management system to ensure our customers benefit from intelligent grant analysis, proven processes, and efficient workflow. eCivis is the foundation for some of the most successful grant-active communities in the country. Here is a small sample of clients using eCivis:

#### **HIGHER ED CLIENTS:**

Isothermal Community College, NC  
UT Brownsville, TX  
Pima College, AZ  
Bradley University, IL  
Des Moines School District, IA  
Colleges of Chicago IL

#### **REGIONAL CLIENTS:**

Cook County, IL  
Braidwood PD, IL  
Chicago, IL  
Elgin, IL  
Woodstock IL  
Riverdale Park District  
Calumet Park District  
Milwaukee, WI  
Iowa Dept of Corrections

#### **STATE CLIENTS:**

State of Arizona  
State of Iowa  
State of Arkansas

#### **NATIONWIDE CLIENTS:**

City and County of Los Angeles, CA  
Harris County, TX  
City of Chicago, IL  
City of Atlanta, GA  
Chevron Corporation  
Kaiser Permanente  
City of San Antonio, TX  
City of Houston, TX  
City of Orlando, FL  
City of El Paso, TX  
City of Fort Worth, TX  
Port of Los Angeles, CA  
Port of Long Beach, CA  
City of Memphis, TN  
City and County of San Diego, CA

## Proposal

### OBJECTIVES

**1. eCivis will provide Grant Research Software to improve your city's access to eligible and relevant grants funding, and significantly decrease the amount of time needed to analyze funding opportunities. Features include:**

- Database of more than 15,000 grants and \$400 billion in funding opportunities updated daily
- Up to 80% of your time researching grants is saved
  - Grant modules that contain all the information you need to make decisions in minutes about which funding opportunities to pursue
  - Information about previous applicants to ensure the grant is applicable to your organization
  - Information about the number of awards being awarded, which helps determine the competitiveness of the grant
  - Financial, application, and eligibility information verified with grant program officers
- A Google-like search with the ability for keyword, match, and geographic filtering
- Search Agents that run your saved search criteria and alert you to new or updated grants as they become available, without your assistance
- Email updates when there is new information available on your saved grant(s) or when the grant begins accepting applications for a new fiscal year

**2. eCivis will provide Grant Management Tracking Software to improve organizational visibility into the city's grants portfolio, decrease long-term costs associated with the management of grants and improve capacity within the system by eliminating non-value added efforts to support the tracking and reporting of grant information. Features include:**

- Project/Grant management support
  - Secure, web-based access using any current internet browser
  - Build custom reports
  - Create an unlimited number of projects
  - Set up project teams with specific permissions for each team member
  - Select project teams across multiple departments
  - Align projects to organizational & departmental strategic objectives
  - Associate projects with departments
  - Track both original funding and allocation of a funding pool to multiple projects
  - Supports usage by both internal organization staff, as well as limited access to users outside the organization
  - Supports ability to import funding opportunities unique to the organization and not found within the Research database

## OBJECTIVES

- Grants workflow support
  - Supports a traditional grants workflow including application, award, implementation, reporting, close-out and archival.
  - Integration of grants information from GN: Research database such as due date and matching information
  - Automated alerts to project team upon material change in grant application or compliance requirements
  - Automated alerts sent to central management or finance when key milestones are achieved
  - Collection of key financial, performance period, and compliance information
  - Assign tasks to project team members
  - Create customized tasks and set reminders
  - Schedule and assign all post-award financial and progress reports
  - Alerts to indicate when tasks are not completed
  - Configurable calendar functionality
  - Validation of critical data entered to ensure they are completed correctly
  - Detect and notify if multiple departments are evaluating or applying for same grant program
  - Configurable to conform to the required grant process flows of the organization
- Unlimited file management capabilities
  - Upload an unlimited number of documents at each stage of the grants workflow
  - Automatically associate documents with grants workflow steps
  - Support retrieval of documents at project, departmental and organizational levels by document category

## Proposal

### **BENEFITS**

Few, if any, firms combine grants expertise with grant-focused software development to allow organizations to dramatically improve its ability to manage grants. More importantly, we believe no other company will be as invested, and committed, to your needs more than eCivis. As such, we believe Blue Island would benefit from the proposal in the following ways:

- 1. Focus.** eCivis understands grants and the unique challenges that come with standardizing such a complex process. We've worked with thousands of organizations to develop our existing management system.
- 2. Speed.** Due to our singular focus on grants, eCivis' development and implementation time will be faster than any other provider or internal option.
- 3. Cost.** eCivis will reduce costs related to document retention and essentially eliminate the cost of maintaining and upgrading a grants management system internally.
- 4. Experience.** With many years of on the job experience developing and managing large organizations grant programs.
- 5. Implementation Support.** eCivis can implement services on a large scale level. eCivis has had success with large rollouts. eCivis has trained over 35,000 people in system use, over 10,000 in grantsmanship, and supports over 30,000 system users daily.

## PROPOSED PACKAGES & PRICING

|   |                |
|---|----------------|
| <b>Grants Network: (2 Users)</b> .....                      | \$7,496        |
| • <i>Tracking &amp; Reporting Module - unlimited access</i> |                |
| • <i>Research Module - unlimited access</i>                 |                |
| • <i>Knowledgebase Module - unlimited access</i>            |                |
| Incentive Discount .....                                    | (\$2,046.40)   |
| Multi-Year Discount .....                                   | (\$499.60)     |
| <b>TOTAL COST</b> .....                                     | <b>\$4,950</b> |
| [Invoiced and <u>paid annually</u> for a three year term.]  |                |



December 2, 2014

Kinsella Properties

**Class 6b Real Estate Tax Incentive Renewal**

- I. Introduction – Kinsella Properties is requesting the City of Blue Island’s support for the renewal of a Class 6b Property Tax Incentive with Cook County. The property is located at 13827 Harrison Street and consists of an industrial building on a 9,991 square foot site.
- II. Discussion – The site was vacant in 2003, when purchased, and a 3,750 square foot building was constructed. Reliable Pump Company currently occupies the building. The company provides the remanufacture and repair of industrial pumps. There are currently 4 employees. Annual taxes on the property are \$6,923. The request for renewal is based on the pending expiration of the existing Class 6b.
- III. Conclusion/Recommendation – The renewal will maintain taxes at, or close to, existing tax levels for the property owner. Stable taxes will allow Reliable Pump the opportunity to continue occupancy without the fear of a sizeable lease increase.

 **MEMO**

**TO:** Mark Miller

**FROM:** Robert Rychlicki  
Kane, McKenna and Associates, Inc.

**DATE:** November 5, 2014

**RE:** Review of Proposed Renewal of Class 6b Application – Kinsella Properties

The City of Blue Island (the "City") has requested Kane, McKenna and Associates, Inc. ("KMA") to review materials submitted by the following applicant regarding a renewal of the Cook County Class 6b incentive classification: Kinsella Properties, located at 13827 Harrison Street, proposes to acquire property located at PIN 28-01-204-028. — *property acquired in 2003*

Under the current Cook County Class 6b program, assessment levels would be reduced from 25% to 10% for 10 years with a step up to 15% in year 11, 20% in year 12 and returns to full 25% in year 13. The applicant currently has obtained Class 6b property incentives for existing property and requests the extension of the initial extension.

The property is currently assessed at the 10% assessment level.

The project site consists of an approximately 9,491 s.f. site that includes an existing industrial building located in TIF No. 2.

Current 2013 taxes are \$6,923 based on the Class 6 assessment. The proposed Class 6b renewal would be based on the lower assessment rate (10%) applied to the property and the taxes would continue to remain at existing levels.

Reliable Pump Company occupies the existing building for the remanufacture and repair of industrial pumps, and office space is also included.



MEMO  
Page Two  
November 5, 2014

**Recommendations**

The application, if approved, would result in the following benefits to the City:

- a) Retained jobs.
- b) Continued occupancy of an existing industrial structure.

We would recommend that as part of the City's approval of the incentive resolutions, the City seek to obtain:

- a) Negotiate commitments for hiring preference for City residents (job fairs, early interviews, etc.).



**CLASS 6B/8**  
**RENEWAL APPLICATION**

Control Number  
**61815**

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board if located in an unincorporated area, must accompany this Renewal Application. This application, a filing fee of \$500.00, and supporting documentation (except drawings and surveys) must be filed. For assistance in preparing this Renewal Application, please contact the Assessor's Office, Development Incentives Department, (312) 603-4137.

**I. Identification of Applicant**

Name: KINSELLA Properties Telephone: ( ) 708-642-1984

Federal Employer Identification Number: \_\_\_\_\_

Address: 2217 W. 135th PLACE

City, State: Blue Island, IL Zip Code: 60406

Email Address: billcarroll51@stcglobal.net

**Agent/Representative (if any)**

Name: William CARROLL Telephone: ( ) \_\_\_\_\_

Address: SAME

City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

**II. Description of Subject Property**

Street address: 13827 HARRISON STREET

City, State: Blue Island IL Zip Code: 60406

Township: BREMEN

Property Index Number(s): 28-01-204-028-0000

**III. Identification of Persons or Entities Having an Interest**

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

**IV. Property Use**

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

**V. Nature of Development**

Indicate the nature of the original development allowing the Class 6B/8 designation

- New Construction
- Substantial Rehabilitation
- Substantial Rehabilitation of Abandoned Property – Not Purchased For Value
- Occupation of Abandoned property – Purchased For Value
- Occupation of Abandoned Property – Purchased For Value in combination with New Construction or Substantial Rehabilitation

**VI. Employment**

How many permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 4 Part-time: \_\_\_\_\_

**VII. Cook County Living Wage Ordinance ( For Industrial Projects Only)**

X Please mark the space to the left in order to confirm that the applicant has obtained and reviewed a copy of the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (the "Ordinance").

**Please mark the appropriate blank below to indicate which statement applies to the applicant.**

Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

Applicant is not required to pay a living wage; pursuant to the Ordinance.

**VIII. Local Approval**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

I, the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

William J. Carroll

Signature

October 27, 2014

Date

William J. Carroll

Print Name

Partner

Title

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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2014-054**

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**A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 6(b)  
REAL ESTATE TAX INCENTIVE FOR PROPERTY LOCATED AT  
13827 HARRISON STREET, BLUE ISLAND, ILLINOIS.**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

**1st Ward      CHRISTINE BUCKNER  
2nd Ward      LETICIA VIEYRA  
3rd Ward      NANCY RITA  
4th Ward      MARCIA STONE  
5th Ward      JANICE OSTLING  
6th Ward      DEXTER JOHNSON  
7th Ward      NANCY THOMPSON**

**TOM HAWLEY  
CHARISSA BERRINI  
KEVIN DONAHUE  
CANDACE CARR  
KENNETH PITTMAN  
JAIRO FRAUSTO  
JAMES JOHANSON**

**Aldermen**

**RESOLUTION NO. 2014-054**

**A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 6(b) REAL ESTATE TAX INCENTIVE ABATEMENT FOR PROPERTY LOCATED AT 13827 HARRISON STREET, CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS**

**WHEREAS**, the City of Blue Island desires to promote the development and retention of industry in the City of Blue Island; and

**WHEREAS**, Kinsella Properties, shall file with the office of the Assessor of Cook County, an application to renew the Class 6(b) classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the Cook County Board of Commissioners on December 6, 1994, as amended; and

**WHEREAS**, the address of this property is 13827 Harrison Street, Blue Island, Illinois, and the permanent real estate index number of this property is 28-01-204-028-0000; and

**WHEREAS**, the original resolution which approved the Class 6(b) classification for this property was Resolution No. 03-240 passed by City of Blue Island on September 9, 2003; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Blue Island, Cook County, Illinois, as follows:

**SECTION ONE**

The City Council has determined that the use of the property is necessary and beneficial to the local economy of the City of Blue Island, Cook County, Illinois, and the City Council supports and consents to the renewal of the Class 6(b) status for the said property.

**SECTION TWO**

The above finding of necessity and benefit to the local economy and support and consent for Class 6(b) renewal shall relate to the property legally identified by the address and PIN listed herein and contained in the attached Exhibit A.

**SECTION THREE**

This Resolution shall be in full force and effect from and after its adoption.

**SECTION FOUR**

The City Clerk shall forthwith transmit a certified copy of this Resolution to the Office of the Assessor of Cook County, Illinois, and to the business owners at the common address herein listed, and to such other parties in interest as required by law.

ADOPTED this 9th day of December, 2014, pursuant to a roll call as follows:

|                         | <b>YES</b> | <b>NO</b> | <b>ABSENT</b> | <b>PRESENT</b> | <b>ABSTAIN</b> |
|-------------------------|------------|-----------|---------------|----------------|----------------|
| Alderman BUCKNER        |            |           |               |                |                |
| Alderman HAWLEY         |            |           |               |                |                |
| Alderman VIEYRA         |            |           |               |                |                |
| Alderman BERRINI        |            |           |               |                |                |
| Alderman RITA           |            |           |               |                |                |
| Alderman DONAHUE        |            |           |               |                |                |
| Alderman STONE          |            |           |               |                |                |
| Alderman CARR           |            |           |               |                |                |
| Alderman OSTLING        |            |           |               |                |                |
| Alderman PITTMAN        |            |           |               |                |                |
| Alderman JOHNSON        |            |           |               |                |                |
| Alderman FRAUSTO        |            |           |               |                |                |
| Alderman THOMPSON       |            |           |               |                |                |
| Alderman JOHANSON       |            |           |               |                |                |
| Mayor DOMINGO F. VARGAS |            |           |               |                |                |
|                         |            |           |               |                |                |
| <b>TOTAL</b>            |            |           |               |                |                |

**APPROVED:** this 9th day of December, 2014.

\_\_\_\_\_  
**MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and **Filed** in my office this  
9th day of December, 2014.

\_\_\_\_\_  
**CITY CLERK**



December 2, 2014

BBMR Investment, LLC

Class 6b Real Estate Tax Incentive Renewal

- I. Introduction – BBMR Investment, LLC is requesting the City of Blue Island’s support for the renewal of a Class 6b Property Tax Incentive with Cook County. The property is located at 13033 S. California Avenue. It consists of a 7,700 square foot building located on a 31,000 square foot site.
- II. Discussion – BBMR Investment, LLC would lease the property to A & A Midwest Rebuilders and Suppliers, Inc. Both companies are essentially the same. A & A Midwest Rebuilders and Suppliers, Inc. is a vehicle salvage export company. Last year the company spent over \$63,000 on additional drains and concrete to ensure proper drainage during and after storms. In addition, the company plans on adding a 2600 square foot canopy style roof over a new 5,000 square foot loading facility which will enable them to process between 500 and 600 vehicles per month. There are currently 75 full time employees. The expansion will allow for additional business and potential new hires.
- III. Conclusion/Recommendation – The renewal will allow the company to reinvest in their property and expand operations. In addition, some other benefits to the City are a boost to the local economy from the employees of the company, as well as other indirect sources of revenue from utility taxes, income taxes and sales taxes. It is recommended that, if there are additional employment opportunities, a commitment will be made to establish hiring preference/opportunities for City residents, including but not limited to, job fairs, early interviews, etc.

 **MEMO**

**TO:** Mark Miller

**FROM:** Robert Rychlicki  
Kane, McKenna and Associates, Inc.

**DATE:** November 5, 2014

**RE:** Review of Proposed Renewal of Class 6b Application – BBMR Investment  
LLC

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The City of Blue Island (the "City") has requested Kane, McKenna and Associates, Inc. ("KMA") to review materials submitted by the following applicant regarding the renewal of Cook County Class 6b incentive classification: BBMR Investment LLC for property located at 13033 South California, PIN 24-36-228-009. The tenant is A+A Midwest Rebuilder & Suppliers, Inc.

Under the current Cook County Class 6b program, assessment levels reduced from 25% to 10% for 10 years with a step up to 15% in year 11, 20% in year 12 and returns to full 25% in year 13. The applicant currently has obtained Class 6b property incentives for existing property and is proposing an addition to the property, which is contingent upon Class 6b approval. Currently, the 7,700 s.f. building will be expanded to include a 2,600 s.f. canopy and a new 5,000 s.f. loading facility. The project will consist of a facility to process salvaged auto parts for export, processing between 500 and 600 vehicles per month.

The property is currently assessed at the 10% assessment level.

The project site consists of an approximately 31,000 s.f. site that includes an existing industrial building of 7,700 s.f. (as noted above).

Current 2013 taxes are \$30,174 based on the Class 6 assessment. The proposed Class 6b incentive would continue the lower assessment rate (10%) applied to the existing property and apply to the new improvements.

If the Class 6b is granted the new or expanded project property taxes would be reduced by approximately 40%.



MEMO  
Page Two  
November 5, 2014

A+A Midwest Rebuilders & Suppliers, Inc. serves as the tenant and would lease the property from BBMR Investment LLC. Both sets of owners are essentially the same. Seventy five (75) jobs are represented to on site and the expansion allows for additional business at the site.

**Recommendations**

The application, if approved, would result in the following benefits to the City:

- a) Retained jobs.
- b) Continued occupancy of an existing industrial structure.
- c) Expansion of an existing business, including building facilities.

We would recommend that as part of the City's approval of the incentive resolutions, the City seek to obtain:

- a) Negotiate commitments for hiring preference for City residents (job fairs, early interviews, etc.).



**CLASS 6B/8**  
**RENEWAL APPLICATION**

Control Number

61955

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board if located in an unincorporated area, must accompany this Renewal Application. This application, a filing fee of \$500.00, and supporting documentation (except drawings and surveys) must be filed. For assistance in preparing this Renewal Application, please contact the Assessor's Office, Development Incentives Department, (312) 603-4137.

**I. Identification of Applicant**

Name: BBM Investment LLC Telephone: (727) 624-6111

Federal Employer Identification Number: 98-0460034

Address: 2530 N. Commerce ST.

City, State: North Las Vegas NV Zip Code: 89030

Email Address: LDO@AAmidwest.com

**Agent/Representative (if any)**

Name: LEONARD O'CONNOR Telephone: (727) 624 6111

Address: 4050 S. WENTWORTH

City, State: Chicago IL Zip Code: 60609

Email Address: LDO@AAmidwest.com

**II. Description of Subject Property**

Street address: 13033 S. CALIFORNIA

City, State: Blue Island IL Zip Code: 60406

Township: WORTH

Property Index Number(s): 24-36-288-009-000

### **III. Identification of Persons or Entities Having an Interest**

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

### **IV. Property Use**

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

### **V. Nature of Development**

Indicate the nature of the original development allowing the Class 6B/8 designation

- New Construction
- Substantial Rehabilitation
- Substantial Rehabilitation of Abandoned Property – Not Purchased For Value
- Occupation of Abandoned property – Purchased For Value
- Occupation of Abandoned Property – Purchased For Value in combination with New Construction or Substantial Rehabilitation

### **VI. Employment**

How many permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 75 Part-time: 0

**VII. Cook County Living Wage Ordinance ( For Industrial Projects Only)**

Please mark the space to the left in order to confirm that the applicant has obtained and reviewed a copy of the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (the "Ordinance").

Please mark the appropriate blank below to indicate which statement applies to the applicant.

Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

Applicant is not required to pay a living wage, pursuant to the Ordinance.

**VIII. Local Approval**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/6 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

I, the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Leonard O'Connell  
Signature

6/29/2014  
Date

Leonard O'Connell  
Print Name

Chief Operating Officer  
Title

### **Legal Description of the subject Property**

THAT PART OF BLOCK 3 IN CHARLES MORGAN SUBDIVISION OF LOT 1 ASSESSOR'S SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WORTH TOWNSHIP, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF BLOCK 3, A DISTANCE OF 114.0 FEET; THENCE EAST A DISTANCE OF 119.0 FEET; THENCE NORTH 44.0 FEET; THENCE 89 DEGREES 15 MINUTES 15 SECONDS EAST 114.52 FEET; THENCE NORTHERLY TO A POINT ON THE NORTH LINE OF SAID BLOCK 3, SAID POINT BEING 220.50 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 3; THENCE WEST 220.50 FEET TO THE POINT OF BEGINNING; ALSO THAT PART OF SAID BLOCK 3 DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF BLOCK 3 AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 3 DISTANCE OF 144.0 FEET TO A POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 3 TO A POINT ON THE NORTH LINE OF THE SOUTH 75 FEET OF SAID BLOCK 3; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 75 FEET A DISTANCE OF 119.0 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID BLOCK 3 TO A POINT ON THE SOUTH LINE OF THE NORTH 114.0 FEET OF SAID BLOCK 3; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 114.0 FEET TO THE POINT OF BEGINNING

### **Description of the Project (including dimensions)**

The entire site is approximately 31,000 square feet and has an 7,700 square foot building on it. We will be adding a 2600 square foot canopy style roof over the new 5,000 square foot loading facility. Please see the attached survey along with the plans and specifications for all of the detail.

### **Persons Having an Interest in the Project**

BBMR Investment LLC is the property owner. The Tenant is A&A Midwest Rebuilders Suppliers Inc. BBMR is owned 50% each by Scott J Stolberg and William D Stolberg. Scott and William own 95.98% of A&A Midwest with the balance held by various other family members.

Scott J Stolberg 2580 N Commerce St North Las Vegas NV 89030-3876  
William D Stolberg 4050 S Wentworth Ave Chicago IL 60609-1286

### **INDUSTRIAL USE**

The project will be used 100% for the processing of abandon/junk car to salvage reusable parts for export. Abandon/junk cars whether purchased at auction or from the public will arrive by tow truck. After arrival and being inventoried fluids are removed from the

vehicles. All oil and gasoline is recycled. Antifreeze is hauled away by a licensed hauler for recycling.

At that point they are scheduled for dismantling. The engine and transmission is removed as a whole unit from the bottom. It will later be loaded into shipping containers for export. Certain other mechanical and body parts are removed because of specific customer requests. Other high value items such as catalytic converters, batteries and radiators are removed for sale as scrap metal for recycling. Tires are separated from the wheels and the reusable ones are exported and the balance is hauled to a tire recycling plant.

After these items are removed the balance (hulk) of the vehicle is loaded on a trailer and sold to a processor for further processing in to scrap metal. It is our intention to process between 500 and 600 vehicles per month.

### **DESCRIPTION OF NEW CONSTRUCTION**

The project consists of building a 5000 square foot loading facility with a 2600 square foot canopy roof over them. It also includes the concreting of approximately 17000 square feet where the dismantling will take place. The balance of the site about 12,000 square feet will be blacktopped this is where the vehicle will be stored until dismantled, and for employee parking. There will be new storm water drainage system that will control the discharge and includes a full triple trap system to control discharges. It includes the removal of and filling in of the old loading facility. Cutting a hole in the wall where the new loading dock is and adding overhead door. This will make the new loading facility very efficient. There will be all new 12 foot color coordinated fencing facing all public right of ways. The project also includes the replacement and upgrade of the curbs gutter and sidewalks along the California Ave side of the property. In addition the 7,700 square foot building will bring up to current fire code with heat and smoke detectors.

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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2014-055**

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**A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 6(b)  
REAL ESTATE TAX INCENTIVE FOR PROPERTY LOCATED AT  
13033 S. CALIFORNIA AVENUE, BLUE ISLAND, ILLINOIS.**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

**1st Ward     CHRISTINE BUCKNER  
2nd Ward     LETICIA VIEYRA  
3rd Ward     NANCY RITA  
4th Ward     MARCIA STONE  
5th Ward     JANICE OSTLING  
6th Ward     DEXTER JOHNSON  
7th Ward     NANCY THOMPSON**

**TOM HAWLEY  
CHARISSA BERRINI  
KEVIN DONAHUE  
CANDACE CARR  
KENNETH PITTMAN  
JAIRO FRAUSTO  
JAMES JOHANSON**

**Aldermen**

**RESOLUTION NO. 2014-055**

**A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 6(b) REAL ESTATE  
TAX INCENTIVE ABATEMENT FOR PROPERTY LOCATED AT 13033 S.  
CALIFORNIA AVENUE, CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS**

**WHEREAS**, the City of Blue Island desires to promote the development and retention of industry in the City of Blue Island; and

**WHEREAS**, BBMR Investment, LLC, shall file with the office of the Assessor of Cook County, an application to renew the Class 6(b) classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the Cook County Board of Commissioners on December 6, 1994, as amended; and

**WHEREAS**, the address of this property is 13033 S. California Avenue, Blue Island, Illinois, and the permanent real estate index number of this property is 24-36-228-009; and

**WHEREAS**, the original resolution which approved the Class 6(b) classification for this property was Resolution No. 07-330 passed by the City of Blue Island on November 27, 2007; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Blue Island, Cook County, Illinois, as follows:

**SECTION ONE**

The City Council has determined that the use of the property is necessary and beneficial to the local economy of the City of Blue Island, Cook County, Illinois, and the City Council supports and consents to the renewal of the Class 6(b) status for the said property.

**SECTION TWO**

The above finding of necessity and benefit to the local economy and support and consent for Class 6(b) renewal shall relate to the property legally identified by the address and PIN listed herein and contained in the attached Exhibit A.

**SECTION THREE**

This Resolution shall be in full force and effect from and after its adoption.

**SECTION FOUR**

The City Clerk shall forthwith transmit a certified copy of this Resolution to the Office of the Assessor of Cook County, Illinois, and to the business owners at the common address herein listed, and to such other parties in interest as required by law.

ADOPTED this 9th day of December, 2014, pursuant to a roll call as follows:

|                         | YES | NO | ABSENT | PRESENT | ABSTAIN |
|-------------------------|-----|----|--------|---------|---------|
| Alderman BUCKNER        |     |    |        |         |         |
| Alderman HAWLEY         |     |    |        |         |         |
| Alderman VIEYRA         |     |    |        |         |         |
| Alderman BERRINI        |     |    |        |         |         |
| Alderman RITA           |     |    |        |         |         |
| Alderman DONAHUE        |     |    |        |         |         |
| Alderman STONE          |     |    |        |         |         |
| Alderman CARR           |     |    |        |         |         |
| Alderman OSTLING        |     |    |        |         |         |
| Alderman PITTMAN        |     |    |        |         |         |
| Alderman JOHNSON        |     |    |        |         |         |
| Alderman FRAUSTO        |     |    |        |         |         |
| Alderman THOMPSON       |     |    |        |         |         |
| Alderman JOHANSON       |     |    |        |         |         |
|                         |     |    |        |         |         |
| Mayor DOMINGO F. VARGAS |     |    |        |         |         |
|                         |     |    |        |         |         |
| <b>TOTAL</b>            |     |    |        |         |         |

**APPROVED:** this 9th day of December, 2014.

\_\_\_\_\_  
**MAYOR OF THE CITY OF BLUE ISLAND,  
 COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and **Filed** in my office this  
 9th day of December, 2014.

\_\_\_\_\_  
**CITY CLERK**



December 2, 2014

C & H Development Company

**Class 8 Real Estate Tax Incentive Renewal**

- I. Introduction – C & H Development Company is requesting the City of Blue Island's support for the renewal of a Class 8 Property Tax Incentive with Cook County. The property is located at 2217 and 2219 W. 135<sup>th</sup> Place. The property consists of a small industrial building located on a 23,742 square foot site.
- II. Discussion – C & H Development is a 2 person general contracting business. Doran's landscaping occupies approximately 83% of the site as a landscaping business. A portion of the site, owned by Doran's Landscaping, was considered for a Class 8 renewal separately. Current taxes (both parcels) is \$7,494. The request for renewal is based on the pending expiration of the existing Class 8.
- III. Conclusion/Recommendation – The renewal will allow the company to continue occupancy of their structure and maintain taxes at, or close to, existing tax levels.

## MEMO

TO: Mark Miller

FROM: Robert Rychlicki  
Kane, McKenna and Associates, Inc.

DATE: October 22, 2014

RE: Review of Proposed Class 8 Renewal Application – C+H Development Company

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The City of Blue Island (the "City") has requested Kane, McKenna and Associates, Inc. ("KMA") to review materials submitted by C+H Development Company regarding a Cook County Assessment Class 8 renewal: 2217 to 2219 West 135<sup>th</sup> Place – parcel numbers 29-06-103-005 and -014.

Under the current Cook County Class 8 program, assessment levels would be reduced from 25% to 10% for 10 years with a step up to 15% in year 11, 20% in year 12 and returns to full 25% in year 13 (this reduction includes property total valuation, and not restricted to rehab or new construction).

Currently the properties are assessed at the 10% assessment level, and request a renewal after the expiration of the initial incentive period.

The site consists of an industrial building located on a 23,742 s.f. site.

Current 2013 taxes are \$7,494 based on an assessment of \$40,347 for both parcels. The applicant requests for a renewal due to the expiration of the current Class 8 initiative. The property is also located in TIF 2.

If the Class 8 is renewed the property would maintain taxes close to existing levels over the next ten (10) years and are estimated at \$7,494.

The applicant requests the renewal for several reasons:

- a) Real estate taxes continue to rise.
- b) Maintain current employment levels.

Two (2) C+H Development jobs are at the site and Doran Landscape occupies approximately 83% of the site for a landscaping business (the City considered a Class 8 renewal separately for Doran).

150 North Wacker Drive  
Suite 1600  
Chicago, Illinois 60606

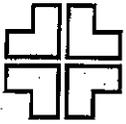
T 312. 444. 1702  
F 312. 444. 9052

MEMO  
Page Two  
October 22, 2014



The renewal, if approved, would result in the following benefits to the City:

- a) Retained jobs.
- b) Continued occupancy of an existing structure.
- c) Maintenance of taxes close to existing levels.



# C & H Development Company

October 17, 2014

Mr. Mark Miller

City of Blue Island

13051 Greenwood Avenue

Blue Island, Illinois 60406

Dear Mr. Miller,

I am writing to you to request the City of Blue Island to prepare a resolution/ordinance supporting the renewal of a Class 8 property tax incentive for property located at 2217 & ~~2219~~ W. 135<sup>th</sup> Place. The PIN numbers for these parcels are 29-06-103-005-0000 and 29-06-103-014-0000. The original application was approved in 2004 after acquiring the vacant and abandoned property. The site was renovated and re-occupied in 2004.

If you require any additional information please contact me at 708-642-1984 or via e-mail;

[Billcarroll51@sbcglobal.net](mailto:Billcarroll51@sbcglobal.net)

Thank you for your assistance with this request.

Sincerely,

*William J. Carroll*

William J. Carroll

**15539 Royal Glen Ct.  
Orland Park, IL 60467  
(708) 873-1482**

*2221 listed by the  
county incorrectly*



**CLASS 6B/8**  
**RENEWAL APPLICATION**

Control Number

8085

8134

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board if located in an unincorporated area, must accompany this Renewal Application. This application, a filing fee of \$500.00, and supporting documentation (except drawings and surveys) must be filed. For assistance in preparing this Renewal Application, please contact the Assessor's Office, Development Incentives Department, (312) 603-4137.

**I. Identification of Applicant**

Name: C4H Development Co. Telephone: ( ) 708-642-1984

Federal Employer Identification Number: 36-4460334

Address: 15539 ROYAL GLEN CT

City, State: ORLAND PARK, IL Zip Code: 60467

Email Address: bill.carroll51@stbcglobal.net

**Agent/Representative (if any)**

Name: WILLIAM CARROLL Telephone: ( ) 708-642-1984

Address: SAME

City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

**II. Description of Subject Property**

Street address: 2217 W. 135th Place

City, State: Blue Island IL Zip Code: 60406

Township: Thornton

Property Index Number(s): 29-06-103-005-0000

29-06-103-014-0000

~~29-06-103-013-0000~~

↓  
owned by  
Dorav Landscaping

**III. Identification of Persons or Entities Having an Interest**

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

**IV. Property Use**

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

**V. Nature of Development**

Indicate the nature of the original development allowing the Class 6B/8 designation

New Construction

Substantial Rehabilitation

Substantial Rehabilitation of Abandoned Property – Not Purchased For Value

Occupation of Abandoned property – Purchased For Value

Occupation of Abandoned Property – Purchased For Value in combination with New Construction or Substantial Rehabilitation

**VI. Employment**

How many permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 2 Part-time: \_\_\_\_\_

**VII. Cook County Living Wage Ordinance ( For Industrial Projects Only)**

Please mark the space to the left in order to confirm that the applicant has obtained and reviewed a copy of the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (the "Ordinance").

**Please mark the appropriate blank below to indicate which statement applies to the applicant.**

Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

Applicant is not required to pay a living wage, pursuant to the Ordinance.

**VIII. Local Approval**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

I, the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

William J. Carroll  
Signature

10/17/2014  
Date

WILLIAM J. CARROLL  
Print Name

PRESIDENT  
Title

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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2014-056**

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**A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 8  
REAL ESTATE TAX INCENTIVE FOR PROPERTY LOCATED AT  
2217-2219 W. 135<sup>TH</sup> PLACE, BLUE ISLAND, ILLINOIS.**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

|                 |                          |                         |
|-----------------|--------------------------|-------------------------|
| <b>1st Ward</b> | <b>CHRISTINE BUCKNER</b> | <b>TOM HAWLEY</b>       |
| <b>2nd Ward</b> | <b>LETICIA VIEYRA</b>    | <b>CHARISSA BERRINI</b> |
| <b>3rd Ward</b> | <b>NANCY RITA</b>        | <b>KEVIN DONAHUE</b>    |
| <b>4th Ward</b> | <b>MARCIA STONE</b>      | <b>CANDACE CARR</b>     |
| <b>5th Ward</b> | <b>JANICE OSTLING</b>    | <b>KENNETH PITTMAN</b>  |
| <b>6th Ward</b> | <b>DEXTER JOHNSON</b>    | <b>JAIRO FRAUSTO</b>    |
| <b>7th Ward</b> | <b>NANCY THOMPSON</b>    | <b>JAMES JOHANSON</b>   |

**Aldermen**

**RESOLUTION NO. 2014-056**

**A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 8 REAL ESTATE TAX INCENTIVE FOR PROPERTY LOCATED AT 2217-2219 W. 135<sup>TH</sup> PLACE, CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS**

**WHEREAS**, the City of Blue Island desires to promote the development and retention of industry in the City of Blue Island; and

**WHEREAS**, C&H Development Company, shall file with the office of the Assessor of Cook County, an application to renew the Class 8 classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the Cook County Board of Commissioners on December 6, 1994, as amended; and

**WHEREAS**, the address of this property is 2217-2219 W. 135<sup>th</sup> Place, Blue Island, Illinois, and the permanent real estate index numbers of this property are 29-06-103-005-0000 and 29-06-103-014-0000; and

**WHEREAS**, the original resolution which approved the Class 6(b) classification for this property was Resolution No. 04-251 passed by the City of Blue Island on January 13, 2004; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Blue Island, Cook County, Illinois, as follows:

**SECTION ONE**

The City Council has determined that the use of the property is necessary and beneficial to the local economy of the City of Blue Island, Cook County, Illinois, and the City Council supports and consents to the renewal of the Class 8 status for the said property.

**SECTION TWO**

The above finding of necessity and benefit to the local economy and support and consent for Class 8 renewal shall relate to the property legally identified by the address and PIN listed herein and contained in the attached Exhibit A.

**SECTION THREE**

This Resolution shall be in full force and effect from and after its adoption.

**SECTION FOUR**

The City Clerk shall forthwith transmit a certified copy of this Resolution to the Office of the Assessor of Cook County, Illinois, and to the business owners at the common address herein listed, and to such other parties in interest as required by law.

ADOPTED this 9th day of December, 2014, pursuant to a roll call as follows:

|                         | YES | NO | ABSENT | PRESENT | ABSTAIN |
|-------------------------|-----|----|--------|---------|---------|
| Alderman BUCKNER        |     |    |        |         |         |
| Alderman HAWLEY         |     |    |        |         |         |
| Alderman VIEYRA         |     |    |        |         |         |
| Alderman BERRINI        |     |    |        |         |         |
| Alderman RITA           |     |    |        |         |         |
| Alderman DONAHUE        |     |    |        |         |         |
| Alderman STONE          |     |    |        |         |         |
| Alderman CARR           |     |    |        |         |         |
| Alderman OSTLING        |     |    |        |         |         |
| Alderman PITTMAN        |     |    |        |         |         |
| Alderman JOHNSON        |     |    |        |         |         |
| Alderman FRAUSTO        |     |    |        |         |         |
| Alderman THOMPSON       |     |    |        |         |         |
| Alderman JOHANSON       |     |    |        |         |         |
| Mayor DOMINGO F. VARGAS |     |    |        |         |         |
| <b>TOTAL</b>            |     |    |        |         |         |

**APPROVED:** this 9th day of December, 2014.

\_\_\_\_\_  
**MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and **Filed** in my office this  
9th day of December, 2014.

\_\_\_\_\_  
**CITY CLERK**



December 2, 2014  
Doran's Landscaping  
Class 8 Real Estate Tax Incentive Renewal

- I. Introduction – Doran's Landscaping is requesting the City of Blue Island's support for the renewal of a Class 8 Property Tax Incentive with Cook County. The property is located at 2219 W. 135<sup>th</sup> Place. The property consists of an 8,122 square foot metal building located on a 37,245 square foot site.
- II. Doran's is a full service landscape construction and maintenance company, inclusive of snow and ice control in the winter months. The company currently employs 8 full time and 24 part time employees. Current taxes are \$4,037. The request for renewal is due to the pending expiration of the existing Class 8.
- III. Conclusion/Recommendation - The renewal will allow the company to reinvest in their infrastructure and new equipment, as well as remain in their current location at, or close to, existing tax levels. In addition, some other benefits to the City are a boost to the local economy from the employees of the company, as well as other indirect sources of revenue from utility taxes, income taxes and sales taxes.

## MEMO

TO: Mark Miller

FROM: Robert Rychlicki  
Kane, McKenna and Associates, Inc.

DATE: September 22, 2014

RE: **Review of Proposed Class 8 Renewal Application**



The City of Blue Island (the "City") has requested Kane, McKenna and Associates, Inc. ("KMA") to review materials submitted by Doran's Landscape regarding a Cook County Assessment Class 8 renewal: 2219 West 135<sup>th</sup> Place – parcel numbers 29-06-103-003 and -013.

Under the current Cook County Class Class 8 program, assessment levels would be reduced from 25% to 10% for 10 years with a step up to 15% in year 11, 20% in year 12 and returns to full 25% in year 13 (this reduction includes property total valuation, and not restricted to rehab or new construction)

Currently the 29-06-103-013 property is assessed at the 10% assessment level, and requests a renewal after the expiration of the initial incentive period.

The site consists of an approximately 8,122 s.f. metal building located on a 37,245 s.f. site.

Current 2013 taxes are \$4,037 based on an assessment of \$21,734 for both properties. The applicant requests for a renewal due to the expiration of the current Class 8 initiative. The property is also located in TIF 2.

If the Class 8 is renewed the property would maintain taxes close to existing levels over the next ten (10) years and are estimated at \$4,037.

The applicant requests the renewal for several reasons:

- a) Real estate taxes continue to rise.
- b) Maintain current employment levels.
- c) Reinvest in infrastructure and equipment

Jobs include eight (8) full time and twenty four (24) part time employees.

150 North Wa  
Suite 1600  
Chicago, Illinois 60606

ive r 312.444.1702  
r 312.444.9052

*MEMO*  
Page Two  
September 22, 2014



The renewal, if approved, would result in the following benefits to the City:

- a) Retained jobs both full time and part time.
- b) Continued occupancy of an existing industrial structure.
- c) Maintenance of taxes close to existing levels.

**MADIGAN & GETZENDANNER**

ATTORNEYS AT LAW

SUITE 3906

30 NORTH LA SALLE STREET  
CHICAGO, ILLINOIS 60602-2507

TELEPHONE (312) 346-4321

FAX (312) 346-5619

www.madiget.com

MICHAEL J. MADIGAN LTD.  
VINCENT J. GETZENDANNER, JR. LTD.

HAROLD J. HICKS  
JEFFREY A. HOLLAND  
MICHAEL C. PRINZI  
ROBERT E. WELSH

WRITER'S DIRECT DIAL NUMBER:

Senior Real Estate Analyst  
DONALD F. STANNER

July 17, 2014

Ms. Jodi L. Prout  
City of Blue Island  
13051 Greenwood Avenue  
Blue Island, IL 60406

Dear Ms. Prout:

I am writing to request the City of Blue Island's support of the attached application to Cook County for the **renewal** of the Class 8 Property Tax Incentive.

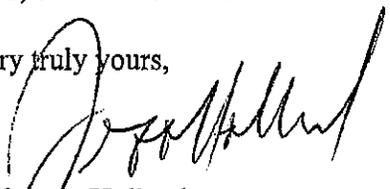
The applicant's company, Doran's Landscape, is currently located at 2219 W. 135<sup>th</sup> Place, Blue Island, Illinois 60406. They are a full service landscape construction and maintenance company inclusive of snow and ice control in the winter months.

The subject property is identified by permanent index numbers 29-06-103-003-0000 and 29-06-103-013-0000 in the City of Blue Island. The subject consists of a one-story, corrugated metal constructed, industrial building totaling 8,122 square feet situated on a 37,245 square foot site. The company currently employs 8 full time employees and 24 part-time employees.

The renewal of the Class 8 Property Tax Incentive is necessary for the subject to maintain current employment levels and facilitate future employment growth. In addition, the Class 8 incentive will allow the subject to reinvest in the subject's infrastructure and new equipment. Lastly, the Class 8 incentive will allow the subject to maintain a positive presence in an otherwise blighted area.

Thank you for your assistance. Should you have any questions, please contact me directly at (312) 551-3310.

Very truly yours,

  
Jeffrey A. Holland  
(on behalf of Edmund "Ned" Doran  
Owner, Doran Landscaping)



**CLASS 6B/8**  
**RENEWAL APPLICATION**

Control Number

**8134 + 8085**

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board if located in an unincorporated area, must accompany this Renewal Application. This application, a filing fee of \$500.00, and supporting documentation (except drawings and surveys) must be filed. For assistance in preparing this Renewal Application, please contact the Assessor's Office, Development Incentives Department, (312) 603-4137.

**I. Identification of Applicant**

Name: DORAN'S LANDSCAPE Telephone: ( <sup>708</sup> ) 389-8575

Federal Employer Identification Number: 20-2895399

Address: 2219 W. 135<sup>th</sup> Place

City, State: Blue Island, IL Zip Code: 60406

Email Address: office@doranlandscape.com

**Agent/Representative (if any)**

Name: JEFF HOLLAND Telephone: ( <sup>312</sup> ) 551-3310

Address: 30 N LaSALLE, Ste 3906

City, State: Chicago IL Zip Code: 60602

Email Address: Jholland@madigetz.com

**II. Description of Subject Property**

Street address: 2219 W 135<sup>th</sup> Place

City, State: Blue Island, IL Zip Code: 60406

Township: Thornton

Property Index Number(s): 29-06-103-003-0000

29-06-103-013-0000

**III. Identification of Persons or Entities Having an Interest**

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

*See Attached*

**IV. Property Use**

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

*See Attached*

**V. Nature of Development**

Indicate the nature of the original development allowing the Class 6B/8 designation

- New Construction
- Substantial Rehabilitation
- Substantial Rehabilitation of Abandoned Property – Not Purchased For Value
- Occupation of Abandoned property – Purchased For Value
- Occupation of Abandoned Property – Purchased For Value in combination with New Construction or Substantial Rehabilitation

**VI. Employment**

How many permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 8 Part-time: 24

**VII. Cook County Living Wage Ordinance ( For Industrial Projects Only)**

Please mark the space to the left in order to confirm that the applicant has obtained and reviewed a copy of the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (the "Ordinance").

Please mark the appropriate blank below to indicate which statement applies to the applicant.

Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

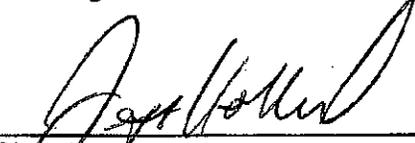
OR

Applicant is not required to pay a living wage, pursuant to the Ordinance.

**VIII. Local Approval**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

I, the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

  
\_\_\_\_\_  
Signature

6/18/14  
\_\_\_\_\_  
Date

JEFF HOLLAND  
\_\_\_\_\_  
Print Name

Attorney  
\_\_\_\_\_  
Title

# III

The subject is 100% owned and operated by Edmund S. Doran.

Edmund S. Doran

2219 West 135<sup>th</sup> Place

Blue Island, Illinois 60406

Form **LLC-5.5**  
December 2003

**Illinois  
Limited Liability Company Act  
Articles of Organization**

This space for use by  
Secretary of State

Jesse White  
Secretary of State  
Department of Business Services  
Limited Liability Company Division  
Room 351, Howlett Building  
Springfield, IL 62756  
http://www.cyberdriveillinois.com

**SUBMIT IN DUPLICATE**  
Must be typewritten

This space for use by Secretary of State

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

Date  
Assigned File #  
Filing Fee \$500.00  
Approved:

1. Limited Liability Company Name: ESD ENTERPRISES LLC

(The LLC name must contain the words limited liability company, L.L.C. or LLC and cannot contain the terms corporation, corp., incorporated, Inc., Ltd., co., limited partnership, or L.P.)

2. The address of its principal place of business: (Post office box alone and c/o are unacceptable.)  
2219 West 135th Place, Blue Island, Illinois 60406

3. The Articles of Organization are effective on: (Check one)  
a)  the filing date, or b) \_\_\_\_\_ another date later than but not more than 60 days subsequent to the filing date: \_\_\_\_\_  
(month, day, year)

4. The registered agent's name and registered office address is:

|                                     |                           |                               |                          |
|-------------------------------------|---------------------------|-------------------------------|--------------------------|
| Registered agent:                   | <u>Edmund</u>             | <u>S.</u>                     | <u>Doran</u>             |
|                                     | <small>First Name</small> | <small>Middle Initial</small> | <small>Last Name</small> |
| Registered Office:                  | <u>2219</u>               | <u>West 135th Place</u>       |                          |
| (P.O. Box and c/o are unacceptable) | <small>Number</small>     | <small>Street</small>         | <small>Suite #</small>   |
|                                     | <u>Blue Island</u>        | <u>60406</u>                  | <u>Cook</u>              |
|                                     | <small>City</small>       | <small>ZIP Code</small>       | <small>County</small>    |

5. Purpose or purposes for which the LLC is organized: Include the business code # (IRS Form 1065).  
(If not sufficient space to cover this point, add one or more sheets of this size.)  
"The transaction of any or all lawful business for which limited liability companies may be organized under this Act."  
IRS CODE: 531390

6. The latest date, if any, upon which the company is to dissolve perpetual  
(month, day, year)  
Any other events of dissolution enumerated on an attachment. (Optional)

**LLC-5.5**

7. Other provisions for the regulation of the internal affairs of the LLC per Section 5-5 (a) (8) included as attachment:

If yes, state the provisions(s) from the ILLCA.  Yes  No

8. a) Management is by manager(s):  Yes  No  
If yes, list names and business addresses.

Edmund S. Doran, 2219 West 135th Place, Blue Island, Illinois 60406

b) Management is vested in the member(s):  Yes  No  
If yes, list names and addresses.

9. I affirm, under penalties of perjury, having authority to sign hereto, that these articles of organization are to the best of my knowledge and belief, true, correct and complete.

Dated May 24, 2005  
(Month/Day) (Year)

**Signature(s) and Name(s) of Organizer(s)**

1.   
Signature  
Lawrence A. Eiben, Organizer  
(Type or print name and title)  
  
(Name if a corporation or other entity)  
  
2. \_\_\_\_\_  
Signature  
(Type or print name and title)  
(Name if a corporation or other entity)  
  
3. \_\_\_\_\_  
Signature  
(Type or print name and title)  
(Name if a corporation or other entity)

**Address(es)**

1. 70 W. Madison, Suite 3100  
Number Street  
Chicago  
City/Town  
Illinois 60602  
State ZIP Code  
  
2. \_\_\_\_\_  
Number Street  
City/Town  
State ZIP Code  
  
3. \_\_\_\_\_  
Number Street  
City/Town  
State ZIP Code

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

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**THE CITY OF BLUE ISLAND**  
**COOK COUNTY, ILLINOIS**

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**RESOLUTION**  
**NUMBER 2014-057**

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**A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 8  
REAL ESTATE TAX INCENTIVE FOR PROPERTY LOCATED AT  
2219 W. 135<sup>TH</sup> PLACE, BLUE ISLAND, ILLINOIS.**

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**DOMINGO F. VARGAS, Mayor**  
**Randy Heuser, City Clerk**

**1st Ward      CHRISTINE BUCKNER**  
**2nd Ward      LETICIA VIEYRA**  
**3rd Ward      NANCY RITA**  
**4th Ward      MARCIA STONE**  
**5th Ward      JANICE OSTLING**  
**6th Ward      DEXTER JOHNSON**  
**7th Ward      NANCY THOMPSON**

**TOM HAWLEY**  
**CHARISSA BERRINI**  
**KEVIN DONAHUE**  
**CANDACE CARR**  
**KENNETH PITTMAN**  
**JAIRO FRAUSTO**  
**JAMES JOHANSON**

**Aldermen**

**RESOLUTION NO. 2014-057**

**A RESOLUTION FOR APPROVAL OF RENEWAL OF CLASS 8 REAL ESTATE TAX INCENTIVE FOR PROPERTY LOCATED AT 2219 W. 135<sup>TH</sup> PLACE, CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS**

**WHEREAS**, the City of Blue Island desires to promote the development and retention of industry in the City of Blue Island; and

**WHEREAS**, Doran's Landscape, shall file with the office of the Assessor of Cook County, an application to renew the Class 8 classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the Cook County Board of Commissioners on December 6, 1994, as amended; and

**WHEREAS**, the address of this property is 2219 W. 135<sup>th</sup> Place, Blue Island, Illinois, and the permanent real estate index numbers of this property are 29-06-103-003-0000 and 29-06-103-013-0000; and

**WHEREAS**, the original resolution which approved the Class 6(b) classification for this property was Resolution No. 04-251 passed on January 13, 2004; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Blue Island, Cook County, Illinois, as follows:

**SECTION ONE**

The City Council has determined that the use of the property is necessary and beneficial to the local economy of the City of Blue Island, Cook County, Illinois, and the City Council supports and consents to the renewal of the Class 8 status for the said property.

**SECTION TWO**

The above finding of necessity and benefit to the local economy and support and consent for Class8 renewal shall relate to the property legally identified by the address and PINs listed herein and contained in the attached Exhibit A.

**SECTION THREE**

This Resolution shall be in full force and effect from and after its adoption.

**SECTION FOUR**

The City Clerk shall forthwith transmit a certified copy of this Resolution to the Office of the Assessor of Cook County, Illinois, and to the business owners at the common address herein listed, and to such other parties in interest as required by law.

ADOPTED this 9th day of December, 2014, pursuant to a roll call as follows:

|                         | YES | NO | ABSENT | PRESENT | ABSTAIN |
|-------------------------|-----|----|--------|---------|---------|
| Alderman BUCKNER        |     |    |        |         |         |
| Alderman HAWLEY         |     |    |        |         |         |
| Alderman VIEYRA         |     |    |        |         |         |
| Alderman BERRINI        |     |    |        |         |         |
| Alderman RITA           |     |    |        |         |         |
| Alderman DONAHUE        |     |    |        |         |         |
| Alderman STONE          |     |    |        |         |         |
| Alderman CARR           |     |    |        |         |         |
| Alderman OSTLING        |     |    |        |         |         |
| Alderman PITTMAN        |     |    |        |         |         |
| Alderman JOHNSON        |     |    |        |         |         |
| Alderman FRAUSTO        |     |    |        |         |         |
| Alderman THOMPSON       |     |    |        |         |         |
| Alderman JOHANSON       |     |    |        |         |         |
| Mayor DOMINGO F. VARGAS |     |    |        |         |         |
|                         |     |    |        |         |         |
| <b>TOTAL</b>            |     |    |        |         |         |

**APPROVED:** this 9th day of December, 2014.

\_\_\_\_\_  
**MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and **Filed** in my office this  
9th day of December, 2014.

\_\_\_\_\_  
**CITY CLERK**